



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162<sup>nd</sup> Street, Gardena, California

Website: [www.cityofgardena.org](http://www.cityofgardena.org)

**Tuesday, November 14, 2023**

**Closed Session 7:00 p.m.**

**Open Session 7:30 p.m.**

**TASHA CERDA**, *Mayor*

**MARK E. HENDERSON**, *Mayor Pro Tem*

**RODNEY G. TANAKA**, *Council Member*

**PAULETTE C. FRANCIS**, *Council Member*

**WANDA LOVE**, *Council Member*

**MINA SEMENZA**, *City Clerk*

**GUY H. MATO**, *City Treasurer*

**CLINT OSORIO**, *City Manager*

**CARMEN VASQUEZ**, *City Attorney*

**LISA KRANITZ**, *Assistant City Attorney*

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If you would like to participate in this meeting, you can participate via the following options:

1. **VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at**  
[youtube.com/CityofGardena](https://youtube.com/CityofGardena)
2. **PARTICIPATE BEFORE THE MEETING** by emailing the Deputy City Clerk at [publiccomment@cityofgardena.org](mailto:publiccomment@cityofgardena.org) by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
3. **ATTEND THE MEETING IN PERSON**

**PUBLIC COMMENT:** The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items – At the time the City Council considers the item or during Oral Communications
- Non-agenda Items – During Oral Communications
- Public Hearings – At the time for Public Hearings listed on the Agenda

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. Members of the public wishing to address the City Council will be given three (3) minutes to speak.

4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email [cityclerk@cityofgardena.org](mailto:cityclerk@cityofgardena.org) at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

## **STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS**

- Treat everyone courteously;
- Listen to others respectfully;
- Exercise self-control;
- Give open-minded consideration to all viewpoints;
- Focus on the issues and avoid personalizing debate; and
- Embrace respectful disagreement and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions

**Thank you for your attendance and cooperation**

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### **1. ROLL CALL**

#### **PUBLIC COMMENT ON CLOSED SESSION**

### **2. CLOSED SESSION**

#### **2.A CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Gov. Code Section 54956.9(d)(1)

Zoila Monroy, Aragon; Genesis Dubon; and Kelly Dubon v. City of Gardena, et al.  
L.A. Sup. Ct. Case No.: 20STCV46821

#### **2.B CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 1112 W. Gardena Blvd., Gardena, CA 90247; APN: 6111-004-032, 6111-004-033

Agency Negotiator: Clint Osorio, City Manager and Greg S. Tsujiuchi, Director of Community Development

Negotiating Parties: Shar P & J Family Trust represented by Darryll Hamilton, Thompson Team Real Estate

Under Negotiation: Price and Terms of Payment

#### **2.C CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: 15106 Nader Place/15106 Daphne Ave, Gardena, CA; APN: 4064-023-024

Agency Negotiator: Clint Osorio, City Manager and Greg S. Tsujiuchi, Director of Community Development

Negotiating Parties: Saturo Toga and Eiko Onagi represented by: Bryant Hoover, Thompson Team Real Estate.

Under Negotiation: Price and Terms of Payment

#### **CITY ATTORNEY REPORT OUT OF CLOSED SESSION**

### **3. PLEDGE OF ALLEGIANCE**



4. **INVOCATION**

Restoration Church  
Pastor Cherie Moore

5. **PRESENTATIONS**

5.A Legislative Update - ***Presented by Senator Steven Bradford***

5.B Certificate of Recognition to South Bay Environmental Services Center (SBESC) Volunteer, Maria Fonseca, who has contributed 130 hours of cumulative service, overseen by the South Bay Cities Council of Governments (SBCCOG) - ***to be accepted by Maria Fonseca***  
[Certificate Recognition - Maria Fonseca.pdf](#)

5.C Gardena Events Video Presentation

6. **PROCLAMATIONS**

6.A "2023 Small Business Saturday, November 25, 2023" - ***To be Proclaimed Only***  
[Proclaim Only-Small Business Saturday 2023.pdf](#)

7. **APPOINTMENTS**

8. **CONSENT CALENDAR**

**NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar**

All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

**PUBLIC COMMENT ON CONSENT CALENDAR**

8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only  
**CONTACT: CITY CLERK**

8.B Approve Minutes:  
Amended Regular Meeting of the City Council, October 10, 2023  
Study Session of the City Council, October 24, 2023  
Regular Meeting of the City Council, October 24, 2023  
**CONTACT: CITY CLERK**  
[10102023 Amended REGULAR Minutes CC Meeting - FINAL.pdf](#)  
[10242023 Study Session Minutes - FINAL.pdf](#)  
[10242023 REGULAR Minutes CC Meeting - FINAL.pdf](#)

8.C Receive and File of Minutes:  
Planning and Environmental Quality Commission, August 15, 2023  
**CONTACT: COMMUNITY DEVELOPMENT**  
[PEQC August 15, 2023 Minutes](#)

- 8.D Approval of Warrants/Payroll Register, November 14, 2023  
**CONTACT: CITY TREASURER**  
[Warrant-Payroll Register 11-14-23.pdf](#)
- 8.E Personnel Report P-2023-18 11-14-23  
**CONTACT: HUMAN RESOURCES**  
[PERS RPT P-2023-18 11-14-23.pdf](#)
- 8.F [RESOLUTION NO. 6648](#), Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs  
**CONTACT: CITY MANAGER**  
[Hustler Casino - Department of Justice Temporary approval of game.pdf](#)  
[Hustler Casino - Modified Game Temporary Approval Request.pdf](#)  
[Lucky Lady Casino - Department of Justice Temporary approval of game.pdf](#)  
[Lucky Lady Casino - Modified Game Temporary Approval Request .pdf](#)  
[RESO NO. 6648.pdf](#)
- 8.G [RESOLUTION NO. 6647](#), Approving the Acceptance and Award from the State of California Department of Alcoholic Beverage Control's ABC-OTS Grant in the Amount of \$40,000.00  
**CONTACT: POLICE**  
[ABC grant application Oct 2023.pdf](#)  
[Gardena PD AWARD letter \\$40k.pdf](#)  
[ABC\\_Reso\\_&\\_Contract.pdf](#)
- 8.H Acceptance and Notice of Completion for the Pedestrian Safety Improvement FY 2022-2023 Project (Phase 2), JN 513  
**CONTACT: PUBLIC WORKS**  
[NOC\\_Ped Safety\\_JN 513.pdf](#)
- 8.I Acceptance and Notice of Completion for the Vermont Avenue Street Improvements from Artesia Boulevard to Gardena Boulevard project, JN 959  
**CONTACT: PUBIC WORKS**  
[NOC JN959.pdf](#)
- 8.J Approve Seven Month Tire Lease Contract Extension with Michelin North America, Inc. at a cost of \$62,000  
**CONTACT: TRANSPORTATION**  
[Third Amendment to Agreement with Michelin.pdf](#)  
[City of Gardena Agreement with Michelin and Amendments.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

10. **PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

10.A NOVEMBER 7, 2023 MEETING

**SECOND REQUEST FOR EXTENSION**

The Planning Commission considered a second request for an extension of time for Tentative Parcel Map No. 82410, to subdivide a 17,221 square foot property at 15906-15908 S. Manhattan Place creating two separate parcels in the Low-Density Multiple-Family Residential (R-2) zone.

LOCATION: 15906-15908 S. Manhattan Place

APPLICANT: Nancy Hurt Canady

Commission Action: The Planning Commission approved a second request for an extension of time for Tentative Parcel Map No. 82410 (TM #1-18), by a vote of 4-0, granting an additional 12-month extension.

**City Council Action: Receive and file, call for review (by way of two votes).**

10.B NOVEMBER 7, 2023 MEETING

**FIRST MODIFICATION TO CONDITIONAL USE PERMIT #13-17**

The Planning Commission reviewed a request for a modification to Conditional Use Permit #13-17, to add to an additional prefabricated storage container to the property and other site changes for a landscaping contractor's yard and determination that the project qualifies for both a Class 3 and Class 11 categorical exemption, pursuant to the California Environmental Quality Act.

LOCATION: 1650 W 130th Street (APN: 6102-006-005)

APPLICANT: Antonio Valenzuela (Mariposa Landscapes Inc)

Commission Action: The Planning Commission approved Resolution No. PC 15-23, by a vote of 4-0, approving Modification to CUP #13-17, and directed staff to file a Notice of Exemption.

**City Council Action: Receive and File, or Call for review (by way of two votes).**

10.C NOVEMBER 7, 2023 MEETING

**ZONE TEXT AMENDMENT #6-23**

The Planning Commission considered a recommendation to the City Council on adoption of Ordinance No. 1860 to repeal and readopt Chapter 18.43 of the Gardena Municipal Code relating to Density Bonus Laws, and finding the Ordinance to be exempt pursuant to the common sense exemption of CEQA Guidelines Section 15061(b)(3).

Commission Action: The Planning Commission approved Resolution No. PC 19-23, by a vote of 4-0, recommending that the City Council adopt Ordinance No. 1860.

**City Council Action: Receive and File. This item will be brought forth to the Council for review at a future City Council meeting.**

[2023\\_11\\_07 PCAX](#)

11. **ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)**

*Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.*

11.A **PUBLIC COMMENT**

[11-14-2023 Regular CC Meeting - PC #1 - Oral Communications\\_Redacted.pdf](#)

[11-14-2023 Regular CC Meeting - PC #2 - Oral Communications.pdf](#)

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

13.A Continuation of Public Hearing Adoption of Fees Relating to Home Sharing.

**Staff Recommendation: No action needed by City Council. This Item will be brought to the City Council at a future meeting date.**

[Office Memorandum 11-08-23 - Home Sharing.docx](#)

14. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

14.A [Discuss and Consider Changing Council Meeting Start Time](#)

**Staff Recommendation: Discuss and provide staff with direction.**

14.B [Discussion of Amending Section 2.04.170 of the Gardena Municipal Code Pertaining to City Council Compensation in Light of Senate Bill 329](#)

**Staff Recommendation: Discuss and provide staff with direction.**

14.C [ORDINANCE NO. 1859](#), Amending Section 2.66.090 (Compensation) of Chapter 2.66 (Gardena Economic Business Advisory Commission) and Section 2.68.110 (Compensation) of Chapter 2.68 (Gardena Beautification Commission) of Title 2 (Administration and Personnel) of the Gardena Municipal Code; and [RESOLUTION NO. 6646](#), Amending Resolution No. 4868 by Adding Subsections (E) and (F) to Section 1 of Said Resolution Relating to the Compensation of Members of the Gardena Economic Business Advisory Commission and Gardena Beautification Commission

**Staff recommendation: Introduce Ordinance No. 1859 and Adopt Resolution No. 6646**

[ORDINANCE No. 1859.rtf.pdf](#)

[RESOLUTION\\_No\\_6646.rtf.pdf](#)

15. **DEPARTMENTAL ITEMS - POLICE**

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Approve a Construction Contract Change Order to Ruiz Concrete and Paving, Inc., in the amount of \\$11,062.50 for the Traffic Detour and Temporary Pavement for UPRR Improvements Phase of the Artesia Boulevard Arterial Improvement Project from Western Avenue to Vermont Avenue, JN 935](#)

**Staff Recommendation: Approved Contract Change Order to Ruiz Concrete and Paving, Inc.**

[JN 935 Contract Change Order 01.pdf](#)

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

- 18.A [Amend Purchase of Zero-Emission Buses to Include Purchase of Zero-Emission Bus Chargers a Revised Total of \\$9,134,691, and an Overall Program Total of \\$10,048,161.](#)

**Staff Recommendation: Approve Amendment to Purchase**

[WA DES Cooperative Purchasing Agreement for Transit Buses No. 06719 with City of Gardena.pdf](#)

[HVC-C\\_Depot-Charger\\_UL\\_Data-Sheet\\_F.pdf](#)

[Council Approval of Purchase of 7 Gillig Buses 3\\_22\\_2022.pdf](#)

- 18.B [Approve Purchase of a Two-Year Service Level Agreement with ABB for Electric Bus Chargers for \\$65,885 and a Project Total of \\$72,474](#)

**Staff Recommendation: Approve Purchase**

[City of Gardena Agreement with ABB.pdf](#)

19. **COUNCIL ITEMS**

20. **COUNCIL DIRECTIVES**

21. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

22. **COUNCIL REMARKS**

1. COUNCIL MEMBER LOVE
2. MAYOR PRO TEM HENDERSON
3. COUNCIL MEMBER FRANCIS
4. MAYOR CERDA
5. COUNCIL MEMBER TANAKA

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

**Seargant Huey Meador**, Huey served in the United States Marine Corps and participated in the City's Veterans Day celebrations.

25. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, November 28, 2023.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at [www.CityofGardena.org](http://www.CityofGardena.org).

Dated this 9th Day of November 2023

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk



# Certificate of Recognition

*presented to*

**MARIA  
FONSECA**

*in official acknowledgement as a recipient of the*

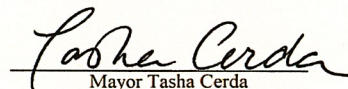
**SBCCOG Annual Recognition  
Green Ambassador Award**

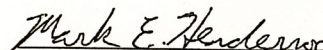
*at the*

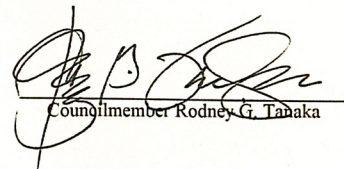
**SBCCOG 15<sup>th</sup> Annual Volunteer  
Recognition Reception,**

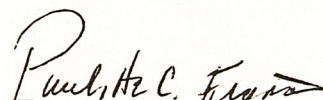
We, the members of the City Council of the City of Gardena, California,  
praise this commendable accomplishment of  
over 100 cumulative hours of volunteer services.  
Please accept the City's sincere congratulations!

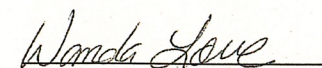
**~ Presented this 14th day of November, 2023 ~**

  
Mayor Tasha Cerda

  
Councilmember Mark E. Henderson

  
Councilmember Rodney G. Tanaka

  
Councilmember Paulette C. Francis

  
Councilmember Wanda Love





# **“2023 SMALL BUSINESS SATURDAY”**

✧ **NOVEMBER 25, 2023** ✧

The City of Gardena has always celebrated and supported our local small businesses and acknowledge the contributions they make to our local economy and community.

According to the U.S. Small Business Administration, there are 33 million small businesses in the United States which represent 99.7 percent of businesses with paid employees, and they are responsible for 62% of net new jobs created since 1995.

Reports show that U.S. consumers agree that small businesses contribute positively by supplying jobs and generating tax revenue, and consumers also agree that small businesses are critical to the overall economic health of the United States.

The City of Gardena acknowledges that our local businesses create jobs, boost our local economy, and preserve our neighborhoods. Small Business Saturday has become an important part of small businesses’ busiest shopping season of the year.

There are advocacy groups, including Women Impacting Public Policy (WIPP), as well as other public and private organizations across the country, who annually endorse the Saturday after Thanksgiving Day as “Small Business Saturday.”

In support of this annual observance, the City of Gardena is hereby pleased to proclaim Saturday, November 25, 2023, as

## **2023 SMALL BUSINESS SATURDAY**

and urge Gardena’s citizens, as well as citizens in communities across this nation, to support their local small businesses and merchants not only on Small Business Saturday, but throughout the year.





**MINUTES**  
**Regular Meeting Notice of the**  
**Gardena City Council**  
**Tuesday, October 10, 2023**

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:44 PM on Tuesday, October 10, 2023, in the Council Chamber at City Hall 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Paulette C. Francis and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Treasurer Guy H. Mato; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero.

**PUBLIC COMMENT ON CLOSED SESSION - None**

**2. CLOSED SESSION - None**

**CITY ATTORNEY REPORT OUT OF CLOSED SESSION - None**

**3. PLEDGE OF ALLEGIANCE**

Abby Childers, Daniel Kwak, and Sarah Tapia led the Pledge of Allegiance. All three 11th-grade students attend Pacific Lutheran Junior / Senior High School. Abby leads the praise band at school. Daniel is the Student Government Representative for his class and Sarah is actively involved in the Yearbook. All three students thanked all Members of the Council for having them tonight.

**4. INVOCATION**

Pastor Nathaniel Session, of Enlightened Ministry Bible Church, gave the Invocation.

**5. PROCLAMATIONS**

5.A Domestic Violence Awareness Month - October 2023 – ***was accepted by the Rainbow Services Community Engagement Team***

**6. APPOINTMENTS – *No Appointments were made***

**7. PRESENTATIONS**

7.A Public Works Presentation of Second Quarter CIP Project Updates - ***Director of Public Works Allan Rigg led the PowerPoint presentation. Public Works Second Quarter Capital Improvements Project updates were given, including future projects.***

***Mayor Cerda thanked Director Rigg for all the updates and constant communication, specifically for the Artesia/Normandie project. She also had questions about the demo phase percentage for the Rosecrans Community Center Project.***

***Council Member Francis asked if the underground vault in the Chase Building would be saved.***

***Council Member Love gave recognition to Kevin Kwak for going after and getting the grant of almost \$13 million.***

***Council Member Tanaka asked about the signal timing and lane occupancy.***

***Mayor Pro Tem Henderson thanked Public Works for the report and asked a question about the data that is in our GIS and security.***

***Director Rigg answered all of Council's questions.***

7.B Gardena Events Video Presentation

## **8. CONSENT CALENDAR**

8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only  
**CONTACT: CITY CLERK**

8.B Approve Minutes:  
Amended Regular Meeting of the City Council, September 12, 2023  
Regular Meeting of the City Council, September 26, 2023  
**CONTACT: CITY CLERK**

8.C Approval of Warrants/Payroll Register, October 10, 2023  
**CONTACT: CITY TREASURER**

October 10, 2023: Wire Transfer: 12552-12559; Pre-Pay: 173552-173554; Check Numbers: 173555-173724 for a total Warrants issued in the amount of \$3,031,050.62; Total Payroll Issued for October 6, 2023: \$1,774,442.50.

8.D Personnel Report P-2023-16 10-10-23  
**CONTACT: HUMAN RESOURCES**

8.E Approve Amendment 2 and Authorize the City Manager to Execute the Amended Agreement by and Between City of Gardena and the Los Angeles County Metropolitan Transportation Authority for Net Toll Revenue Re-Investment Grant  
**CONTACT: TRANSPORTATION**

It was moved by Council Member Francis, seconded by Mayor Cerda, and carried by the following roll call vote to Approve the Consent Calendar with the exceptions of Items 8.C and 8.E:

**Ayes:** Council Member Francis, Mayor Cerda, Mayor Pro Tem Henderson, Council Members Tanaka, and Love

**Noes:** None

**Absent:** None

## **9. EXCLUDED CONSENT CALENDAR**

### **8.C CITY TREASURER - Approval of Warrants/Payroll Register, October 10, 2023 - *Item pulled by Council Member Francis***

Council Member Francis stated she noticed there was a payment made to the Casino for the Economic Assistance Agreement in the amount of \$30,000 and wanted to know what year we were in the agreement and if we are obligated to provide economic assistance to the Casino; she also asked if the payments were made quarterly. City Manager Osorio explained how the agreement works and answered all questions.

**It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve Item 8.C:**

**Ayes:** Council Members Francis and Love, Mayor Pro Tem Henderson, Council Member Tanaka, and Mayor Cerda

**Noes:** None

**Absent:** None

### **8.E TRANSPORTATION - Approve Amendment 2 and Authorize the City Manager to Execute the Amended Agreement by and Between City of Gardena and the Los Angeles County Metropolitan Transportation Authority for Net Toll Revenue Re-Investment Grant – *Item pulled by Council Member Francis***

Council Member Francis asked for confirmation that to her understanding GTrans will be getting a million dollars for the amended agreement and the reasoning behind the amendment is to extend the time/deadline. City Manager Osorio answered all questions.

**It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve Item 8.E:**

**Ayes:** Council Members Francis, Mayor Pro Tem Henderson, Council Members Tanaka and Love, and Mayor Cerda

**Noes:** None

**Absent:** None

## **10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

### **10.A OCTOBER 3, 2023 - *Meeting Cancelled***

## 11. ORAL COMMUNICATIONS

- 1) Wendi Huntzicker, expressed her concerns and wishes that Gardena could find funds to help enforce the no U-turn laws on Redondo Beach Blvd. Mayor Cerda asked that she speak to the Chief of Police on her way out.
- 2) Bryant Avila, accompanying him was his neighbor, Alex. Mr. Avila wanted to bring to the Council's attention the issue they are experiencing on Berendo and Redondo Beach Blvd where there have been multiple crashes; he is requesting camera installation and bumps on Berendo to stop the speeding. Alex, the neighbor also expressed his concerns and spoke of about all the tragedies in this area. Mayor Cerda asked them to speak to the Chief of Police to help.
- 3) Travis Hernandez, Interim Manager for the Masao W. Sato Library; he came to announce library events for the Gardena Mayme Dear and the Masao W. Sato Libraries.

### 11.A PUBLIC COMMENTS

- 1) Mina Semenza - noted for the record the three (3) public comment emails that were received. For the record there were two (2) public comment emails that came in under Oral Communications. The comments were posted on our website, the Council was provided copies and copies were put in the Public Review binder at the entrance of the Council Chamber.

## 12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 12.A Approve Citywide Copier Contract with M&S Technology Group, LLC (Doing Business as Circle) for an estimated \$308,373 for the period December 1, 2023 through December 1, 2028

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Mayor Pro Tem Henderson and Francis had questions regarding the new printers and the maintenance of the copiers. City Manager Osorio answered all questions.

**It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Proposal:**

**Ayes: Mayor Pro Tem Henderson, Council Members Tanaka, Francis and Love, and Mayor Cerda**

**Noes: None**

**Absent: None**

## 13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

- 13.A ORDINANCE NO. 1856, Amending Chapters 18.04 and 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17

ORDINANCE NO. 1856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTERS 18.04 AND 18.13 OF THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.17

City Manager Osorio presented the Staff Report.

Senior Planner, Amanda Acuna gave the PowerPoint presentation and was available to answer any questions. Assistant City Attorney, Lisa Kranitz and Director of Community Development, Greg Tsujiuchi were present to answer any questions.

At 8:44 p.m., Mayor Cerda announced that the Public Hearing was open. She asked if anyone had asked to speak on this item and if the Council had any comments or questions.

Public speaker: Mariya Wrightsman, spoke in opposition to Ordinance No. 1856.

City Clerk Semenza added that we received one (1) public comment email that was given to all Council Members tonight and entered into the record.

Questions and comments were made by Council Members Francis and Tanaka regarding Ordinance No. 1856. Senior Planner Acuna answered all questions.

At 8:52 p.m., Mayor Cerda then announced that the Public Hearing was closed.

***Ordinance No. 1856 was introduced by Council Member Francis.***

**It was moved by Council Member Francis, seconded by Council Member Tanaka, and carried by the following roll call vote to Introduce Ordinance No. 1856:**

**Ayes: Council Members Francis and Tanaka, Mayor Pro Tem Henderson, Council Member Love, and Mayor Cerda**

**Noes: None**

**Absent: None**

**14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES – No Items**

**15. DEPARTMENTAL ITEMS – POLICE – No Items**

**16. DEPARTMENTAL ITEMS - PUBLIC WORKS – No Items**

**17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – *No Items***

**18. DEPARTMENTAL ITEMS – TRANSPORTATION – *No Items***

**19. COUNCIL ITEMS**

- 19.A Discuss and Consider the Revised City Council Policy Statement prohibiting the City from co-hosting any events with individual City Council Members

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions.

Public Speakers: Carrie Scott and Barbara Phillips spoke in opposition.

Mayor Cerda commented and answered their questions.

Tamara Williams spoke and voiced her concerns about properly educating everyone on what this subject is truly about.

Questions and comments were made by Council Member Love, Mayor Cerda, Council Members Francis and Tanaka, and Mayor Pro Tem Henderson.

City Manager Osorio itemized the proposed revisions that were noted as follows:

- (1) Removing the Brown Act language.
- (2) Pertaining to Non-profits, the suggested phrase is as follows: If the event is co-hosted with a Non-Profit 501(c)(3) the Council Member names will not be listed.

Mayor Cerda made a motion to adopt the revised City Council Policy Statement considering the removal of the Brown Act and adding the verbiage stated by City Manager Osorio as it relates to the Non-Profits and removing Council Members' names. City Manager Osorio clarified that it will be called just "Non-Profits".

City Attorney Vasquez stated that the concern would be if all the Non-Profits that the city co-sponsors events with are 501(c). She believes that the intent of the Council is that it does not affect all Non-Profits.

Mayor Cerda paraphrased her motion to adopt the revision of the City Council Policy Statement, with the exception of the Brown Act and adding the verbiage Non-Profits and take off the individual names of the Council Members.

Council Member Francis then asked if we could add "Community Organizations" as a friendly amendment to Mayor Cerda's motion.

Council Member Francis asked if we could add the language to the last sentence that reads "unless the Non-Profit or Community Organization chooses to include all five names."

City Attorney Vasquez then stated for clarification to Madam Mayor's motion that you are trying to adopt the proposed policy statement with the exception of bullet point 4, as it pertains to bullet point 3 after the period, after it says social media, to include language that would state if the event is co-hosted with a Non-Profit or a Community Organization, Council Member names will not be listed, unless the Non-Profits or Community Organization chooses to include all five names. She then asked if that is your motion Madam Mayor.

Mayor Cerda then said that's not the motion she would like to make.

Council Member Love then stated this was never about Non-Profits; she then asked for clarification if a Non-Profit partners with the City, that the Non-Profit does not have to provide insurance.

City Attorney Vasquez stated if the event is being co-hosted with the City, the City's insurance is in place.

Mayor Cerda then asked City Attorney Vasquez for clarification of the motion.

City Attorney Vasquez clarified the motion.

Council Member Love asked do we have to include the Non-Profits and Community Organizations or if we could just keep it with the Council and the City, leave it the way it was originally written.

City Attorney Vasquez replied a lot of your City events are co-hosted with Community organizations, and Non-Profits on those flyers as you see, it names the organization and the City or Gardena; as it currently states, if you don't carve out language that the event is co-hosted with a Non-Profit or Community Organization, all Council Members names will be listed.

Council Member Francis then stated the way it's going, she is concerned about Non-Profits and Community Organizations.

Mayor Cerda then stated the best option is that City events include the City of Gardena.

**It was moved by Mayor Cerda, seconded by Council Member Francis, and carried by the following roll call vote to Adopt the Adoption of the revised City Council Policy Statement taking off bullet point number 4 as it relates to the Brown Act; All event flyers must list the name City of Gardena:**

**Ayes: Mayor Cerda, Council Member Francis, Mayor Pro Tem Henderson and Council Member Tanaka**

**Noes: Council Member Love**

**Absent: None**

## 20. COUNCIL DIRECTIVES

### Council Member Francis

- 1) Asked staff to amend the Ordinance to include the Beautification Commission and Gardena Economic Business Advisory Commission (GEBAC) to receive compensation to commensurate with all other commissions with the exception of the Planning Commission and Youth Commission who receive different compensation - ***Council Member Love seconded it.***

Purpose – To equalize our policy.

Reason – To create inclusiveness.

Benefit – To make it fair to all boards and commissions.

## 21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

- 1) Memo regarding an update on Council directive on the Neighborhood Resilience Initiative Grant. Basically, this is a long process, and we are currently working with the COG to determine several options.
- 2) City Manager Osorio wished Mayor Pro Tem Henderson, Director Rigg, and Assistant City Attorney Kranitz a Happy Birthday. He also wished Khoi a Happy Birthday.

Mayor Cerda wished Khoi Quach (city staff member) a special Happy Birthday.

## 22. COUNCIL REMARKS

- 1) COUNCIL MEMBER FRANCIS – Since the last Council Meeting, Council Member Francis attended the Youth Baseball Awards Banquet, Gardena Holly Park Homeowner's Association, Al Muratsuchi's Town Hall Meeting, and Peary Middle School's Community Garden Grand Re-Opening, where she was also a speaker. She remarked how only two weeks prior, on Keep Gardena Beautiful Day, they filled up three bins with weeds and trees. Now the paths were clear, and sidewalks were visible with twenty-four community plots laid out. She described it as a wonderful event for the community and young people to work on gardening projects. She went on to share that when she first got on the Council, she had some concerns about the relationship and partnership between our Gardena Community of Schools. She spoke with former Superintendent Romero, Superintendent Spicer (?) and arranged a meeting with Chief Saffell and our school administration to get further clarification of relationships and how we can all work together. She referenced our mission statement to get young people involved to promote civic engagement and grow better participants in our community. She then reminded everyone that she, in collaboration with Senator Bradford, Assemblymember Tina McKinnor and Neighborhood Housing Services for Los Angeles County, will be hosting a Homeownership Fair on Saturday, October 14, 2023, from 9:00 a.m. to 1:00 p.m. at Rowley Park Auditorium. They will



be discussing how to straighten out your credit, how to get financial assistance through loans, down payment assistance for low to moderate income holders, available financing for ADUs and promoting Don't Move, Improve, which encourages people to improve their homes as opposed to relocating and buying a bigger property. She said she hopes to see everyone at the event. She closed her remarks by reiterating a statement she has said in previous council meetings, that she is aware there is a lot of scary stuff and craziness going on in our world but keep the faith. Remember better days are coming, even when it's hard to see or believe, better days are coming, it's been promised.

- 2) COUNCIL MEMBER TANAKA – Attended the Finance Committee Meeting and is overjoyed at how our finances are in our city right now. Attended the COG Board Meeting, where they have a travel network that's being put in place. Shared that the City of El Segundo will be the first to present said network on Wednesday, November 8, 2023, in El Segundo. He attended the Fur Baby Love Fest event, which he claimed is getting bigger and better every year. Was honored to attend Gardena High School's Career Day as a speaker and remarked that there are some really bright and awesome young students there. Attended the Police Department's Citizens Academy and commented on how they're fired up and ready to do work for our Police Department! He recommended that if anyone has a chance and would like to get involved in the Police Department and do stuff for our city, that's the place to start. He also was in attendance at the Police Department's Employee Recognition Day and gave thanks to the foundation POA for a great event. He congratulated all the sworn and non-sworn that received awards this year. He said it goes to show the excellent service our Police Department serves our community with, how everybody should be very proud of what our department does and how we continually set the example for other Police Departments, especially in the South Bay. He thanked our Chief and Police Department for assisting Manhattan Beach PD. They recently covered calls for them, which their Police Chief and City Council recognized our department for, while they recover from the loss of Officer Chad Swanson. Once again thanked our Chief and Police Department and remarked, "we love you." Attended the COG Steering Committee Meeting, for which he will be hosting a legislative meet and greet for on Thursday, October 12, 2023. On a side note, he wanted to wish a Happy Birthday to The Admiral, Captain Osorio's dad, as he turned 85 years old. He hopes to see everyone attending the K9 Breakfast, in support of our K9 program and Police Department, followed by the Harvest Festival immediately after. He shared that he promised Director Santin that he would wear pink for the council meeting in honor of Breast Cancer Awareness Month and encouraged people to support the cause and help out. Lastly, he asked we pray for Israel as there is a terrible war going on right now.
- 3) COUNCIL MEMBER LOVE – Attended the Fur Baby Love Fest and shared the same sentiment as Councilmember Tanaka, that every year the event gets larger. She suggested a possible name change for the event in the future seeing as how it's branching out to include birds and lizards. Commended the Recreation and Human Services Department for doing an amazing job hosting the event and bringing out all the vendors that supply the pets with all the resources they need. She attended the Fall Games at Freeman Park where she had the honor of meeting the Police Department from Pasco, Washington. The officers came down to Gardena to pick the brain of our Chief of Police and learn how we do district policing. She remarked on

how the Gardena Police Department did an amazing job, as always, hosting them. She said it speaks to our Police Department and what they do and how they're setting a trend and leading the pack on having another state's police department come down and find out how we are doing things and how they can do the same in Washington. She attended the Serra High School Homecoming Game and Peary Middle School Grand Opening of the garden. She was there on Keep Gardena Beautiful Day, along with Councilmember Francis, and said it was atrocious at that time. To go back weeks later and see it level and all raked up and be able to walk through was pretty amazing. They are so proud of the garden and excited to get it back up and running. She spoke to Mr. Vizthum about the tools and supplies they need because after the pandemic they lost a lot. She asked him to put together an Amazon Wish List so she can post it and see if the community can help in buying supplies. She knows firsthand the impact of the garden and lives that it's changed. She went on to share a story of how she took in two young homeless girls that worked at the garden through the Detours Program on 135<sup>th</sup> St. She was able to provide them with a place to stay for nine months, so the garden should not be discounted as being a place to just go plant and harvest at, but to recognize the work they do and the impact on the lives it has on the young kids coming up through the junior high system. She commended Ms. Ramirez and the staff at Peary Middle School for getting the garden started again and sees their passion for it. She attended the Second Time Around meeting where Congresswoman Waters brought Senator Barbara Lee to speak to the members of the Second Time Around Club. She apologized to the Police Department for not attending their Employee Recognition. In closing, she asked that we all pray for the family of fallen officer, Chad Swanson, and what's going on in Israel.

- 4) MAYOR CERDA – Attended the Finance Committee Meeting and she, along with councilmember Tanaka, would like to thank our committee for doing an amazing job. We'll hear later some of the great things that our city is doing to keep our numbers up high and be in a good place financially. Gave a special thanks to them and our City Treasurer, Guy Mato, for making sure we had an amazing finance meeting with all the good news. Attended a Conference of Mayors meetings that Second District Supervisor Holly Mitchell had, where mayors from neighboring cities addressed different things, they're doing in their prospective cities. Commented on how these meetings are always good because you get to share ideas, as she was able to share with them what we're doing in Gardena, and it's good to know our neighboring cities are doing some great things. Supervisor Mitchell also gave them an overview of what's going on in the Second District. Attended Fall Games and something that really stood out to her was that a couple people from neighboring cities were so thankful these kinds of events happen during the week because their cities don't have any and they're so appreciative of all the events we have. She gave kudos to the staff for putting these events on, as they benefit not only Gardena, but surrounding cities as well. Attended ICMA conference, Community Safety meeting where several different police agencies got together at the Nakaoka Community Center to talk about some of the issues as they related to the unincorporated part of LA. Our role in it is making sure that those issues of homelessness and RVs don't creep over into Gardena. A lot of good information came out as far as who businesses and residents can call if they see graffiti or any type of crime. Attended the Youth Baseball Parent wrap up meeting, where coaches and parents can share with our staff what works well and what doesn't and how we can always improve our park activities. She commended Recreation and Human Services for initiating these wrap up meetings now after every season.

Attended a ceremony at Mayor Karen Bass' house where they honored Nancy Pelosi for her work as being the former speaker of the house and said it was great to attend. Attended the candlelight vigil for Manhattan Beach PD officer Chad Swanson, who recently passed away in a car accident, along with Chief Saffell. Briefly attended the Town Hall Meeting with assemblymember Al Muratsuchi and later that same day attended the Game On event at the Nakaoka Community Center. Attended the Police Foundation Employee Recognition Luncheon and gave kudos to their department for all the great things that our officers and non-sworn in ones are doing. Said they are doing some amazing things to keep our community safe so a special thank you to them. Attended the Second Time Around Club's meeting and remarked on how Congresswoman Waters was there along with Congresswoman Barbara Lee. Attended the Gardena Carson YMCA charity golf tournament reception, a great non-profit doing amazing things in our community. Commended Public Works on all the great things they are doing, said she loves to brag about their department and tell everybody they are doing \$71 million in capital improvements, and she thanked them for doing a great job. Attended International City and County Managers Association conference with our City Manager. Gardena was 1 of 5 cities out of 15,000 that were recognized for all the great things we do. A few breakout sessions she attended were: Changing the Culture, Winning Atop a Workplace award, Engaged Employees versus Disengaged Employees and how to get disengaged employees back engaged again, Community Outreach versus Community Engagement and Leveraging Relationships to Revitalize your Downtown Areas. Talked about homelessness, short term rentals, ways of engaging residents as it relates to housing needs, neighborhood partnership models to build community and initiate projects. Stated there were 5 days of conferences and she tried to attend as many as she could as they all had great information.

- 5) MAYOR PRO TEM HENDERSON – Attended the Parks and Recreation Master Plan Workshop at the Nakaoka Community Center, his 101 interview with the parks consultant, where there was a great dialogue in regard to different things they'd like to see in our parks. Attended the Mobility 21 Expo, said he has now been immersed in the waters of transportation because of Mr. Ernie Crespo, so he will definitely look for some opportunities for us there. Thanked Mr. Allan Rigg for his presentation of highlighting and summarizing for our community all the capital improvement projects that we have, and he appreciates the leadership of the City Manager and Department Heads in regard to the prior plan development that we're working on because as we have tighter plans that allows us to secure funding for all the things that we have to do. Attended the swearing in of Independent Cities Association's new president, Councilman Richard Montgomery, out of the City of Manhattan Beach. He is his president elect so he'll be planning their next seminar in Santa Barbara in February. Said he's taking it back to the old school in regard to cities helping cities and wants to make sure that we're all observing best practices where they're applicable in our communities. Attended his SCAG Community and Economic Housing Development Committee as well as his Regional Council Meeting. In that meeting there's an opportunity for communities out of the six counties to secure funding for innovation and housing, he had a robust discussion about that, said there's also a few communities that really have some interesting approaches to housing, so they voted to support them with funding. Attended Al Muratsuchi's Town Hall Meeting at the Nakaoka Community Center. He, along with Councilmember Francis, Mayor Cerda,

Chief Saffell and our City Manager were all in attendance to answer questions in regard to our local community, so he wanted to thank them all for that. Attended Gardena Police Department's Employee Recognition, described it as a great event to be an active participant at. Talked about community policing and making sure that there's always going to be equity. One thing he noticed about our police force is that it's diverse as far as ethnicity and demographics, so we want to continue that. Gave kudos to Chief Saffell for that and making sure we uphold our morals in regard to making sure everybody's involved. Attended a few community visits and business visits just to see what we could do better. Got some feedback that he will share at a later date and time in regard to how we can still work to move Gardena forward as a collective. He concluded by reminding everyone to continue to pray for one another, right now society really seems like it's off the rails and we have conflicts all over the world and we don't want to have community conflict so let's just stay prayerful for one another.

## **23. ANNOUNCEMENT(S)**

Mayor Cerda announced:

- 1) City of Gardena Helping Hands Program beginning, Monday, October 9, 2023, through Friday, December 11, 2023. Embrace the spirit of giving by supporting the City's Helping Hands Program by donating NEW unwrapped toys, books, art supplies, board games, sports equipment & gift cards! Don't have time to shop? Monetary donations are accepted and welcomed via [www.cityofgardena.org/events](http://www.cityofgardena.org/events). For more information contact the Nakaoka Community Center.
- 2) Memory Loss & Alzheimer's: Let's Talk – Join us for an Informative Session on Thursday, October 12, 2023; 3 pm – 4 pm at the Nakaoka Community Center. Topics Covered: Understanding Alzheimer's Disease; Causes of Memory Loss; Differentiating Normal Aging from Dementia; What to Do When You Visit the Doctor.
- 3) Los Angeles Lakers vs. Golden State Warriors, Friday, October 13, 2023, Depart from City Hall: \$35 Residents; \$45 Non-Residents.
- 4) Journey of Hope, Friday, October 13, 2023, 6 pm – 8 pm at the Nakaoka Community Center. The City of Gardena in partnership with Rainbow Services is hosting an empowering event to learn about domestic violence prevention and honor those in our community impacted by domestic violence.
- 5) 23<sup>rd</sup> Annual Pancake Breakfast on Saturday, October 14, 2023, 7:00 am – 10:00 am at the Nakaoka Community Center, the price is \$6.00. Immediately following:
- 6) Harvest Festival, Saturday, October 14, 2023, 10:00 am – 2:00 pm at City Hall Complex. On this same day is the Home Buyer Fair which will be at Rowley Park at 9:00 am – 1:00 pm, providing a variety of home-buying services.
- 7) Hands-Only CPR Training, Friday, October 20, 2023, at the Nakaoka Community Center from 11 am – 12 noon. Register online at [www.cityofgardena.org/events](http://www.cityofgardena.org/events) or call the Senior Bureau to reserve your spot.
- 8) Halloween Spooktacular Dance, Friday, October 20, 2023; 6:30 pm – 9:00 pm at the Nakaoka Community Center. Music, Costume Contest, Refreshments & More.
- 9) Fall Carnival 2023, Rides, Games, Food: Friday, October 20, 2023: 5:00 pm – 10:00 pm; Saturday, October 21, 2023: 2:00 pm – 10:00 pm; Sunday, October 22, 2023: 2:00 pm – 10:00 pm., at Mas Fukai Park. Carnival Pre-Sale Option and One-Day Unlimited Rides Wristband – vary prices.

## 24. REMEMBRANCES

**Officer Chad Swanson**, age 35; Officer Swanson worked with the Manhattan Beach Police Department and was a beloved father and husband.

**Deputy Ryan Clinkunbroomer**, age 30; Deputy Clinkunbroomer worked with the Los Angeles County Sheriff's Department.

**Joshua Pharr**, age 11; Joshua was part of the City of Gardena's After School Program. Joshua was tragically killed in a car accident.

**Senator Dianne Feinstein**, age 90; first elected to the U.S. Senate from California in 1992.

**Mrs. Joy Nanette Bull**, 56 years old, the beloved daughter of Rev. John E. Ward, Sr. Pastor of First Southern Baptist Church of Gardena, and of Mrs. Nancy L. Ward, former Executive Office Assistant who retired from the City of Gardena in December 2021.

## 25. ADJOURNMENT

At 10:38 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, October 24, 2023.

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

MINA SEMENZA

City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

**MINUTES**  
**Study Session of the**  
**City of Gardena City Council**  
**Tuesday, October 24, 2023**

The Study Session Meeting of the Gardena City Council of the City of Gardena, California, was called to order at 6:08 PM on Tuesday, October 24, 2023, in the Meeting Information Center (MIC) at 1700 West 162nd Street, Gardena, California; City Manager Clint Osorio presiding.

**1. ROLL CALL**

Present: Council Member Rodney G. Tanaka; Council Member Paulette C. Francis and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Treasurer Guy Mato; City Clerk Mina Semenza; Deputy City Clerk Becky Romero; Director of Administrative Services Ray Beeman; Senior Account Clerk Khoi Quach; Transportation Director Ernie Crespo; Assistant Transportation Director Dana Pynn; Public Works Director Allan Rigg; Assistant Public Works Director and Principal Engineer Kevin Kwak; Police Chief Mike Saffell; Recreation and Human Services Director Stephany Santin; and Community Development Director Greg Tsujiuchi. Mayor Tasha Cerda and Mayor Pro Tem Mark Henderson were not present for roll call, but it was stated that they were on their way.

**2. PRESENTATION**

**2.1 City of Gardena Procurement Practices and Policies**

City Manager Osorio led the PowerPoint Presentation with the assistance of Directors Beeman, Crespo, Rigg and Assistant Director Kwak.

Mayor Pro Tem Henderson arrived at 6:20p.m. and Mayor Cerda arrived at 6:35p.m.

Questions and comments regarding Procurement Practices and Policies were made by all Members of the Council.

City Manager Osorio, and Directors Beeman, Crespo, Rigg, and Assistant Director Kwak answered all of Council's questions.

**3. PUBLIC COMMENTS ON STUDY SESSION - *None***

**4. ADJOURNMENT**

At 7:11 PM, Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, October 24, 2023.

MINA SEMENZA  
City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

**MINUTES**  
**Regular Meeting Notice of the**  
**Gardena City Council**  
**Tuesday, October 24, 2023**

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:18 PM on Tuesday, October 24, 2023, in the Council Chamber at City Hall 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Paulette C. Francis and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Treasurer Guy H. Mato; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero.

**PUBLIC COMMENT ON CLOSED SESSION - None**

**2. CLOSED SESSION**

2.A CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Gov. Code Section 54956.9(d)(1)  
Brian Park vs City of Gardena WCAB NO.: ADJ1460951

2.B CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Gov. Code Section 54956.9(d)(1)  
Juan Bareno vs City of Gardena WCAB NO.: ADJ14862884

2.C CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Gov. Code Section 54956.9(d)(1)  
David Brock vs City of Gardena WCAB NO.: ADJ17330020

2.D CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code Section 54956.8  
Property: 15106 Nader Place/15106 Daphne Ave, Gardena, CA; APN: 4064-023-024  
Agency Negotiator: Clint Osorio, City Manager and Greg S. Tsujiuchi, Director of Community Development  
Negotiating Parties: Saturo Toga, Eiko Onagi and Bryant Hoover, Thompson Team Real Estate.  
Under Negotiation: Price and Terms of Payment

*Director of Administrative Services, Raymond Beeman, was present for Closed Session Items 2.A through 2.C.*

*Director of Community Development, Greg S. Tsujiuchi, and Economic Development Manager, Jackie Choi were present for Closed Session Item 2.D.*

## **CITY ATTORNEY REPORT OUT OF CLOSED SESSION**

***Mayor Cerda reconvened the meeting to the Regular Open Session at 8:00 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated the City Council met with regards to closed session Items 2.A through 2.D, staff was provided with direction, however, no reportable action was taken.***

### **3. PLEDGE OF ALLEGIANCE**

Somer Thompson and Dillon Fletcher led the Pledge of Allegiance. Somer is in the 5<sup>th</sup> grade, Dillon is in the 3<sup>rd</sup> grade, and both attend Gardena Christian Academy and Pre-school. They both enjoy Math and are straight-A students. They both introduced their family members who were present.

### **4. INVOCATION**

J. Mark Schwanz of Church of the Servant King, gave the Invocation.

### **5. PRESENTATIONS**

5.A Boards & Commissions Presentation – ***GEBAC Chairman, Steve Rogers led the presentation and provided updates.***

***Mayor Cerda thanked Mr. Rogers for the presentation and the entire group for doing a great job.***

5.B Gardena Events Video Presentation

### **6. PROCLAMATIONS**

6.A "Gardena Red Ribbon Week," October 23 through October 31, 2023 – ***was accepted by Traci Saruwatari and Melissa Loza.***

6.B *Lights on Afterschool* - October 26, 2023 – ***was accepted by Diana Medel the Director of Strategic Partnerships with the Boys & Girls Club of Carson. Ms. Medel introduced CEO, Kim Richards, she thanked all Members of the Council for celebrating Lights on Afterschool.***

### **7. APPOINTMENTS**

7.A Greater Los Angeles County Vector Control District Board of Trustees Appointment

City Manager Osorio presented the Staff Report.

Council Member Francis stated that she had the pleasure of serving since 2021 and it has been a very interesting opportunity, learning all about mosquitos and other things, and was thankful for the opportunity.



Mayor Cerda made a motion to Re-Appoint Council Member Francis as a Member of the Greater Los Angeles County Vector Control District Board of Trustees for a Two-Year Term – ***Council Member Tanaka seconded it.***

**It was moved by Mayor Cerda, seconded by Council Member Tanaka, and carried by the following roll call vote to Re-appoint Council Member Francis to serve as representative of the Greater Los Angeles County Vector Control District Board of Trustees for a full 2-year Term:**

**Ayes: Mayor Cerda, Council Member Tanaka, Mayor Pro Tem Henderson, and Council Members Francis and Love**

**Noes: None**

**Absent: None**

## **8. CONSENT CALENDAR**

- 8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only

**CONTACT: CITY CLERK**

- 8.B Approve Minutes:  
Regular Meeting of the City Council, October 10, 2023

**CONTACT: CITY CLERK**

- 8.C Approval of Warrants/Payroll Register, October 24, 2023

**CONTACT: CITY TREASURER**

October 24, 2023: Wire Transfer: 12560-12566; Check Numbers: 173725-173887 for a total Warrants issued in the amount of \$2,384,678.04; Total Payroll Issued for October 20, 2023: \$2,330,705.17.

- 8.D Monthly Investment Portfolio, September 2023

**CONTACT: CITY TREASURER**

- 8.E Personnel Report P-2023-17 10-24-23

**CONTACT: HUMAN RESOURCES**

- 8.F Authorize Agreements between South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) on behalf of the City of Inglewood, and the City of Gardena through June 30, 2024. Authorize the agreement between the Workforce Development Aging and Community Services and the City of Gardena run by the SBWIB, Inc., for the period ending June 30, 2027.

**CONTACT: ADMINISTRATIVE SERVICES**

- 8.G Second Reading and Adoption of ORDINANCE NO. 1856, Amending Chapters 18.04 and 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17.

**CONTACT: COMMUNITY DEVELOPMENT**

ORDINANCE NO. 1856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTERS 18.04 AND 18.13 OF THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.17

**It was moved by Council Member Tanaka, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve the Consent Calendar with the exceptions of Items 8.B and 8.E:**

**Ayes: Council Member Tanaka, Mayor Pro Tem Henderson, Council Members Francis and Love, and Mayor Cerda**

**Noes: None**

**Absent: None**

**9. EXCLUDED CONSENT CALENDAR**

- 8.B CITY CLERK - Approve Minutes: Regular Meeting of the City Council, October 10, 2023 – ***was pulled by Mayor Cerda***

Mayor Cerda stated that there was a typo in the Minutes for October 10, 2023, regarding the co-hosting item. She asked for the motion to read: All flyers must list the name City of Gardena.

Council Member Love added that there is another correction that needs to be made to page six (6). It was mentioned that there was a discussion, and all Council Members were in agreement. She stated that she was not in agreement with any of it.

Mayor Cerda stated that no vote will be taken on this item, and it will come back at the next Council Meeting.

- 8.E HUMAN RESOURCES - Personnel Report P-2023-17 10-24-23  
– ***was pulled by Mayor Pro Tem Henderson***

Mayor Pro Tem Henderson asked City Manager Osorio about the following: the vacant positions do we have a day counter of how long the positions have been open or vacant; other than our website and public sector periodicals where else do we advertise, other than Gardena Valley News? He suggested that we look into advertising in other smaller newspapers within LA County in order to get a broader reach of people who can be potentially interested in some of our positions.

City Manager Osorio explained the recruiting process and answered all questions.

Questions and comments were made by Council Member Love about TSC Workers, the SBWIB Program and possibly start using employment agencies to hire employees. City Manager Osorio replied to all questions.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Love, and carried by the following roll call vote to Approve Item 8.E:

**Ayes:** Mayor Pro Tem Henderson, Council Members Love, Tanaka and Francis, and Mayor Cerda

**Noes:** None

**Absent:** None

## **10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

10.A October 17, 2023 - *Meeting Cancelled*

## **11. ORAL COMMUNICATIONS - LISTEN**

- 1) Barbara Phillips, expressed her concerns about an individual's behavior at the last Council Meeting and spoke on the divisiveness of the Council Members.
- 2) Andrea Simental, Interim Community Manager for the Mayme Dear Library; she came to announce library events for the Gardena Mayme Dear and the Masao W. Sato Libraries.
- 3) Roslyn Washington, asked for the City Council and City Manager's assistance with adding stop signs on the corners of 134<sup>th</sup> Place, between Manhattan Place and Wilton Place. She also asked about amending the Animal Ordinance so that dogs can be walked freely in the parks. Mayor Cerda asked Ms. Washington to speak to the Chief of Police regarding the stop sign.
- 4) Michael and Marilee Jackson, spoke on the existing Ordinance that restricts dogs from walking in Rowley Park and his encounter with a Gardena Police Officer. He talked about how the ordinance is out-of-date since the time it was enacted. He shared part of his life experience as a pet owner in the City of Gardena. He asked that the City Council take some consideration in this matter and allow for changes to be made.

Mayor Cerda informed Mr. Jackson that his timing was perfect because the city is in the middle of a Master Plan Workshop, which is this coming Thursday, this is the opportunity to talk about some changes because we are talking about the planning for the next 30 to 50 years of what we would like our parks to look like. The Mayor asked Mr. Jackson to speak to the Chief of Police regarding the officer.

- 5) Brandon Smith, had comments about the GEBAC presentation, specifically regarding the lack of parking that was brought up by the business owners on Gardena Boulevard. He stated that there is no safe biking infrastructure in Gardena and that the focus should be shifted to getting people to Gardena Boulevard.

Mayor Cerda informed Mr. Smith that if he is not able to make it to the meeting, he can scan the flyer and submit his comments.

## **12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 12.A Approve and authorize the City Manager to execute the Authorization to Order (ATO) forms with the California Network and Telecommunications (CALNET) Program Cellular and Data Services through June 30, 2025

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Council Member Francis; she had questions regarding what this program does; and if AT&T is the only carrier that works with this particular program. City Manager Osorio answered all questions.

**It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve and authorize the City Manager to execute the ATO forms:**

**Ayes: Council Member Francis, Mayor Pro Tem Henderson, Council Members Tanaka and Love, and Mayor Cerda**

**Noes: None**

**Absent: None**

### **13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

#### **13.A Discussion on Eligible CDBG Funded Activities**

City Manager Osorio presented the Staff Report.

Director of Community Development, Greg S. Tsujiuchi and CDBG Consultant, Esther Luis led the presentation, and they were both available for any questions.

Questions and comments were made by Council Member Francis asked about the moderate-income guidelines, moderate low-income areas in the city, and about the Chase building on Rosecrans being in a low disadvantage community. Director Tsujiuchi and Ms. Luis answered all questions.

**This Item Required No Action by City Council**

#### **13.B Consideration of the Gardena Economic Business Advisory Commission (GEBAC)'s recommendations on the use of grant funds for the revitalization of Gardena Boulevard.**

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

There was a discussion about the recommendations GEBAC made to the City Council. Questions and comments were made by all Members of Council thanking GEBAC for their suggestions. The three recommendations from GEBAC were as follows: 1) Inadequate Parking; 2) Safety and decorative lighting; and 3) Façade improvement. It was recommended by GEBAC that the City Council consider acquiring the vacant lot with the grant funds at 1112 W. Gardena Boulevard, but later found out that one of the stipulations was that it not be used to purchase the parking lot. Since the first recommendation was out, there was an extensive discussion about what each of the Council Members would like to see regarding recommendations numbers 2 and 3.

Director of Community Development Greg Tsujiuchi brought up Director of Public Works, Allan Rigg who spoke about what he had already done as far as working with Edison and the decorative lighting, and how it is all being funded by the street lighting assessment district; he also spoke about the how his department could do some of the work so we wouldn't have to use the grant funds and save it for the façade improvements.

Since number 2 recommendation was already being taken care of by Director Rigg, the Council was able to focus on number 3 Façade improvements. The discussion continued and some of the topics discussed were: investing the money into a pilot façade program that we already have; there is no expiration date in using the funds; that the boulevard is zoned as a mixed-use corridor and should be in uniform in whatever we decide to do; that we should stick to the stipulations and possibly help out the business owners; to do a parking improvement plan and expand our vision.

City Manager Osorio recognized GEBAC for their suggestions; stated that we should go to the third recommendation of Façade improvement; have staff bring back some ideas on how to formulate a plan on façade improvement. Mayor Cerda spoke about running a pilot program similar to Rosecrans.

Mayor Cerda spoke about tabling this item for a couple of months. Director Tsujiuchi spoke about hiring an architect to come up with some conceptual designs and would need to check with the Senator if this qualifies. Mayor Cerda then asked what the cost of consultant would be. Director Tsujiuchi replied to her questions.

Council Member Francis asked if GEBAC's chairperson had any other input or would like to come up and give any other suggestions. Chair Steve Rogers spoke and gave his suggestions.

**It was moved by Mayor Cerda, seconded by Council Member Francis, and carried by the following roll call vote to table until January in order for staff to come back with recommendations:**

**Ayes: Mayor Cerda, Council Member Francis, Mayor Pro Tem Henderson, and Council Members Tanaka and Love**  
**Noes: None**  
**Absent: None**

**14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES – *No Items***

**15. DEPARTMENTAL ITEMS – POLICE – *No Items***

**16. DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A Authorize the Contract Renewal Services with SmartCover Systems, Inc. in the amount of \$63,570 to provide Active Site Management (ASM) and Warranty Coverage for a Two-Year Term

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Questions and comments were made by Mayor Cerda, and Council Member Francis. Director Rigg answered all questions.

**It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Authorize the Purchase:**

**Ayes: Council Members Francis and Love, Mayor Pro Tem Henderson, Council Member Tanaka, and Mayor Cerda**

**Noes: None**

**Absent: None**

- 16.B Authorization to Purchase One (1) Electric Vehicle from Enterprise Fleet Management in the amount of \$57,252 for the Public Works Department

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

**It was moved by Council Member Love, seconded by Council Member Francis, and carried by the following roll call vote to Approve Purchase:**

**Ayes: Council Members Love and Francis, Mayor Pro Tem Henderson, Council Member Tanaka, and Mayor Cerda**

**Noes: None**

**Absent: None**

**17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – No Items**

**18. DEPARTMENTAL ITEMS – TRANSPORTATION – No Items**

**19. COUNCIL ITEMS – No Items**

**20. COUNCIL DIRECTIVES**

Mayor Pro Tem Henderson

- 1) Asked if we could begin advertising job openings for the City in other periodicals, outside of our regular routine - **Council Member Tanaka seconded it.**

Purpose – To broaden the pool of job applicants.

Reason – To help us gain some diversity in the applicant pool.

Benefit – Part of our economic development; will raise the quality of life.

### Council Member Love

- 1) Asked if we could agendaize for Council discussion to possibly start our Council meetings at an earlier time - ***Council Member Francis seconded it.***

Purpose – Will allow more residents to attend.

Reason – To get more community engagement.

Benefit – This will allow some of our seniors to attend and stay a little longer.

### Council Member Francis

- 1) Asked if we could have a Closed Session discussion with regards to the property at 1112 W. Gardena Boulevard (vacant lot) - ***Council Member Love seconded it.***

Purpose – To find out if the City is interested in acquiring.

Reason – Economic development; raise the quality of life.

Benefit – Gardena Boulevard Revitalization.

### Mayor Cerda

- 1) Asked if we could agendaize for Council discussion SB 329 as it relates to an increase in City Council compensation - ***Council Member Tanaka seconded it.***

Purpose – To increase the pay of our Council hasn't been updated since 2002.

Reason – To make the compensation current with today's cost of living.

Benefit – To encourage more people to run for office.

## **21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

- 1) Memo regarding the CDD September Monthly Report.
- 2) Memo regarding the City Attorneys memo for Senate Bill 392.

City Manager Osorio wished Chief of Police Mike Saffell a Happy Birthday.

## **22. COUNCIL REMARKS**

- 1) MAYOR PRO TEM HENDERSON – Attended his ICA Board Meeting and shared they are planning their winter seminar in Santa Barbara at the Mar Vista Hotel. They will be doing programming for the Friday and Saturday conference and return home Sunday, after providing a great breakfast for all the attendees. Attended the LA County Federation of Labor homeless event, mentioned the startling numbers in regards to the poverty line and what it takes to really survive in LA County. For those of us who are not on the bubble of the poverty line, he wanted to remind us that we are blessed and to always thank God for our blessings. Attended the Gardena Police Department's pancake breakfast, Harvest Festival and Home Ownership Fair at Rowley Park. He thinks Council Member Francis did an excellent job spearheading that event and working with those that she co-hosted with. Later that same evening, he attended a summit that was held between the Contract Cities Association and Independent Cities Association. It was an opportunity for elected officials to get

together and do some venting, sharing, and networking in regards to the difficulties sometimes experienced by being on the dais. Said it was enlightening hearing some of the interesting stories from senior elected officials that have been elected twenty something years, so good thing there is a lot of the quorum rules on our Council that we implement. Attended his AQMD Meeting and is still looking for more money for the City of Gardena there, but we are spending the money we are receiving. He also attended the check presentation at Mas Fukai Park, given to us by Senator Ben Allen, as well as his regular community visits and business visits.

- 2) COUNCIL MEMBER FRANCIS – Attended the Home Ownership Fair at Rowley Park and would like to thank Senator Bradford, Assembly Member Tina McKinnor, the Second Time Around Seniors Club and the Holly Park Homeowner's Association, and the Los Angeles County Neighborhood Services who made the presentation, and for helping organize and coordinate the event and making it happen. She also wanted to give a special shoutout to our Recreation staff because when people walked in at 9:00 a.m. the room was already set up beautifully, the screens were working, and both classes on the side were set up so nicely. She remarked that when people walked in, they were wowed and she said, welcome to Gardena, this is how we do it here. Thanked the staff again for their help and giving them a moment to shine. Also attended the Harvest Festival, Fall Carnival and, along with her colleagues, the check presentation, with a check of two million dollars presented by Senator Ben Allen, to build a teen center at Mas Fukai Park. She thanked Senator Allen. In closing, she, as always, in her closing remarks talked about how there is a lot going on in this whole world and she wants everyone to know just to keep the faith and remember better days are coming.
- 3) COUNCIL MEMBER TANAKA – Attended the South Bay COG's legislative briefing, quite an event, said the only person that attended was Assembly Member Tina McKinnor, everyone else sent representatives to give their reports and most of them were in recess, but it's always good to hear all the bills and things that are being activated, voted on, and passed. Attended the Police Department's K9 breakfast, always a great event and well attended every year. Commented on how they had some new items for sale to support the team. After breakfast, he attended the Harvest Festival and said that the event gets better every year, too. Thanked Stephany and her staff for doing a great job. Attended our sister city Ichikawa Committee meeting and participated this year in the Great California Shakeout Drill through Gardena DCS and Tri-City CERT. Went on to explain how we did a mock thing where we were on our radios, and everybody checked in and how that shows how prepared that our city really is when it comes to a disaster. Met with Dominguez Hills University nursing student, Fahmida Ahmed, as part of one of her classes was to talk to an elected official about how they can assist with nursing students. Attended Mas Fukai's Fall Carnival and thanked Senator Ben Allen for the two million dollars he donated for our community teen center. Also, let everyone know he attended the 6:00 p.m. Study Session held before the evening's Council Meeting.
- 4) MAYOR CERDA – Attended the Gardena Boulevard community meeting, said there was a good turn out there, as well as a lot of staff people there to answer questions. In fact, she continued, it was one of the best community meetings she has been to, seemed like everybody from every department was there to answer any questions a resident had so she thanked the staff for being there. Attended the Journey of Hope domestic violence event at the Nakaoka Community Center, where they talked to young people about domestic violence and what was a healthy relationship and what



is not. She said unfortunately a lot of young people think because somebody is being very possessive and so on that is a healthy relationship, but she's glad we're talking to young people about this. There were even small kids there and letting them know early on is good because they too, will be teenagers and adults one day. Attended the K9 pancake breakfast, as always, they did a great job. One thing she wanted to know was if people could still get K9 swag, the shirts, and hats, because people were inquiring about purchasing it. She attended the Harvest Festival and commended Recreation and Human Services for a great job. Extended her apologies for not making it to the Home Ownership Fair, as the K9 breakfast went a little longer than expected. Wished Chief Saffell a happy birthday. Had a quick sit-down meeting with staff of Gardena Police Department about zero bail and understanding it more in detail. Commented on how it is really scary when you think about some of the things now people can do, and they do not have to worry about bail. Thanked those who explained it to her. Attended her monthly CCGA Meeting, Sanitation Meeting, Fall Carnival, and the check presentation at Mas Fukai Park and once again, thanked State Senator Ben Allen. Mr. Allen came on as our State Senator in November 2022 and already we have two million dollars from him, so she thinks that is awesome. She attended the TRP Halloween Spooktacular Dance that was held for some of our Gardena residents. She said the staff did a great job, the people were so happy as were their caregivers. There were tons of candy, junk food and dancing. It was really nice, they got to dress up in costumes and walk around and a couple of people came up to her afterwards and said it was a wonderful event. Went to her harassment training and completed the course, along with Mayor Pro Tem Henderson. Lastly, she gave a special thank you to a couple of departments: Code Enforcement, Gardena Police Department, Public Works and GTrans, for taking the time to let her learn a little more about their jobs and what they all do in more detail. As much as she thought she knew about what they did, just spending that little time with them and seeing in more detail was pretty awesome, so she thanked them for allowing her to check it out there.

- 5) COUNCIL MEMBER LOVE – Attended the K9 pancake breakfast early in the morning because she refused to miss another Police Department event. She stopped by, got some pancakes, and bought some swag. She did not have time to eat her pancakes at the event because she was also to attend the LA Business Financial Summit hosted by BMO Bank, in partnership with Mayor Karen Bass, at BMO Stadium. She shared the story of how she walked around the stadium with her plate of pancakes and the vendor next to her thought she got them at the stadium, so they looked around for them. When they came back, they asked where she had gotten them from because they looked so good and smelled like bacon. She wanted to let Chief Saffell know that they really would have enjoyed his pancakes. She went on to say it was a really good event, they talked to a lot of small business owners and, in partnership with the City of Los Angeles, and was trying to help businesses understand the financial issues that they are having and how there's resources out there to help them. Also attended the Fall Carnival and the two million dollar check presentation with Senator Ben Allen. That same day, she had the honor of hosting the Senator on Gardena Boulevard, where she mentioned they walked into the majority of the businesses. She said he was really interested in hearing from the business owners. He really enjoyed talking to the businesses and finding out what their issues are and how he could help with the businesses on Gardena Boulevard. Attended the harassment training with our City Treasurer, Guy Mato and they learned a lot. Lastly,

she had two comments to make. The first being referencing our code of conduct that's read at the beginning of the meeting, part of housekeeping that we remember during the meetings we can start to pay better attention and hopefully control, she uses the word control for lack of a better word, but really kind of make sure that the people that are speaking from the podium are not personalizing their comments and that they're not attacking other speakers that may have opposed their position. The second was to wish her colleagues and staff an enjoyable time at our sister city in Japan.

## **23. ANNOUNCEMENT(S)**

Mayor Cerda announced:

- 1) Parks & Recreation Master Plan Workshop #3, Thursday, October 26, 2023; 6 pm – 8 pm at Rowley Park. Questions and Comments can be submitted if unable to attend and prizes will be given for participation.
- 2) Movies on the Lawn – Tim Burton's The Nightmare Before Christmas, Friday, October 27, 2023; 7:00 pm at City Hall Lawn. Free Event – We will transform the City Hall lawn into our theater under the stars. Picnic blankets and lawn chairs are welcome!
- 3) Save the Date – Halloween Scare Zone, Friday & Saturday, October 27-28, 2023 from 6:00 pm – 8:00 pm: Tuesday – Halloween Night, October 31, 2023, from 6:00 pm – 9:00 pm. Featuring Two Haunted Houses, Costume Contest, Sweet Treats, Games & more. Tuesday, October 31<sup>st</sup> Only! Costume Contest: 5yrs & under at 7:30 pm; 6yrs – 10yrs at 7:45 pm; 11yrs – 14yrs at 8:00 pm; 15yrs – 17yrs at 8:15 pm at Freeman Park.
- 4) DEA National Rx TakeBack on October 28, 2023; 10:00 am – 2:00 pm. Turn in your unused or expired medication for safe disposal in front of the Gardena Police Department.
- 5) Too Cute to Spook Halloween Event, Saturday, October 27, 2023; 5:30 pm – 7:30 pm at City Hall Lawn. Bring your kids (ages 0-10) to City Hall for a safe fun-filled night of Trick-or-Treating!
- 6) Celebrating Senior Citizen Health Fair, Friday, November 3, 2023; 9 am – 12 pm at the Nakaoka Community Center Auditorium & City Hall Complex Lawn. You will have access to Health screenings, Flu shots, Health and wellness vendors, and all types of screenings for anemia, blood pressure, COVID vaccine, flu vaccine, glucose, hearing, medical review, and vision. For adults 60 and older.
- 7) Homelessness Workshop, Wednesday, November 8, 2023; 6:00 pm – 7:30 pm at the Nakaoka Community Center – Auditorium. Speakers include: City Homeless Coordinator, Gardena Mental Evaluation Team, and Homeless Service Agencies.
- 8) 54<sup>th</sup> Annual Veterans Day Service, Saturday, November 11, 2023; 10:00 am at Gardena City Hall. Please note that the time has changed from 11 a.m. to now 10:00 a.m.

## **24. REMEMBRANCES**

**Mr. Tommie Herd**, 81 years old, Tommie served the City of Gardena for 24 years as a bus operator in the Transportation Department.

## 25. ADJOURNMENT

At 11:13 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, November 14, 2023.

MINA SEMENZA  
City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By:\_\_\_\_\_  
Becky Romero, Deputy City Clerk

**Regular PEQC Meeting Notice and Agenda of the  
Planning and Environmental Quality Commission  
Tuesday, August 15, 2023**

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, August 15, 2023, in the Council Chambers at 1700 W. 162nd Street, Gardena, California.

**PARTICIPATE BEFORE THE MEETING** by emailing the Planning Commission at [planningcommissioner@cityofgardenca.org](mailto:planningcommissioner@cityofgardenca.org) by 5:00 PM on the day of the meeting and write "Public Comment" in the subject line

1. **CALL MEETING TO ORDER**

The meeting was called to order at 7:00 PM

2. **ROLL CALL**

Present: Chair Deryl Henderson; Commissioner Steve Sherman; Commissioner Jules Kanhan; Commissioner Ronald Wright-Scherr

Absent: Vice Chair Stephen P. Langley

3. **PLEDGE OF ALLEGIANCE**

Commissioner Ronald Wright-Scherr lead the pledge of allegiance.

4. **APPROVAL OF MINUTES**

4.A JULY 18, 2023 MEETING

23\_07\_18 PCMIN

A motion was made by Commissioner Sherman and seconded by Commissioner Kanhan.

The motion was passed by the following roll call vote:

Ayes: Sherman, Kanhan, Wright-Scherr, Henderson

Noes:

5. **ORAL COMMUNICATIONS**

No members of the public wished to speak to the Planning Commission under oral communications.

Planning Assistant, Kevin La, spoke to the Planning Commission that an email from Brandy Keith made available to the commission and to the public in the back of the council chambers, submitted a public comment to notify the public that AQMD staff invites the public to attend their upcoming public workshops for the proposed amended rule 1180 and 1180.1 on August 22<sup>nd</sup>, 2023 at either 10 AM or 6 PM for those who wish to attend.

## 6. **OTHER MATTERS**

### 6.A **Discussion of Outdoor Dining Regulations**

Consideration on design standards for outdoor seating areas for restaurants PC Staff Report (Outdoor Dining) 08.15.2023.pdf

Senior Planner, Amanda Acuna, presented the staff report for the consideration of design standards for outdoor seating areas for restaurants and explained the recommendations from the Planning Commission provided at the June 6, 2023, meeting.

Commissioner Wright-Scherr expressed his concerns on allowing for outdoor seating areas to have amplified sound.

Chair Henderson stated he was in favor of allowing for amplified sound, if it were kept to a certain a decibel level, especially when in close proximity to residential areas.

Commissioner Kanhan stated that for those businesses located in a shopping center it would depend on the location and size of the commercial center.

Ms. Acuna stated that the Gardena Noise Ordinance establishes permitted noise levels that apply to all properties within the City. Ms. Acuna also explained that the Commission could allow for outdoor seating areas to have amplified sound and if in the future there were issues that arose the standards could be amended as appropriate.

Commission Steve Sherman asked for clarification on the options involving this matter, whether they were as follows: to not allow for amplified sound in outdoor seating areas, to allow amplified sound in outdoor dining with the requirement of those properties abutting residential areas shall cease by 10 pm, or to allow outdoor seating areas to have amplified sound with no further regulations other than those standards within the Noise Ordinance.

Ms. Acuna stated that those were the options presented by staff and added that the Commission could also make other suggestions.

Commissioner Wright-Scherr stated he felt that if a restaurant had music inside, it would only be fair to have it allowed outside as well.

Community Development Director Greg Tsujiuchi stated to the Commission that this area is new to staff as it is to the Commission, and different issues may arise that require further discussion. Mr. Tsujiuchi went on to give an example in where a commercial center with multiple restaurants all may have amplified sound, and that the decibel level would increase, as a collective sound. Mr. Tsujiuchi reiterated the fact that different issues may arise while staff and the Commission are determining what standards there should be for outdoor seating areas.

Chair Henderson stated that he felt it was only fair to allow for amplified sound in outdoor seating areas.

Ms. Acuna then asked the Commission whether they felt that the City should allow for alcohol to be served in outdoor seating areas.

Commissioner Kanhan stated he felt that if the establishment was permitted to serve alcohol inside, that it should be allowed to serve in outdoor seating areas.

Commissioner Wright-Scherr agreed but had concerns for patrons to lead out into public rights-of-way.

Ms. Acuna stated that the California Department of Alcohol and Beverage Control regulated the operations when serving alcohol and would require the business to place signs that no alcohol shall be taken off the premises.

Chair Henderson asked why there may be need to modify the business's existing Conditional Use Permit (CUP).

Ms. Acuna stated that staff saw other city ordinances would require that a modification to a CUP for alcohol sales be brought back to the Commission if there was an increase in more than 50% of the existing dining area. Ms. Acuna explained that this type of standard did not need to be included in the ordinance if the Commission wished.

Chair Henderson stated he felt this type of standard was not needed.

Ms. Acuna then asked the Commission for direction on standards for hours of operation.

Commissioner Wright-Scherr stated he felt that it would depend on what type of business and their existing hours of operations, and whether they operated 24-hours consecutively.

Ms. Acuna stated that the Municipal Code doesn't currently limit hours of operations for businesses but added that the Commission could set standards for operations hours of outdoor seating areas.

Commissioner Kanha stated he felt restaurants near residential areas should be limited to closing by 10 o'clock because outside noise may cause a disturbance to the neighboring residents.

Mr. Tsujiuchi added that early morning hours should also be considered, when limiting the hours of operation.

Ms. Acuna then stated the next item for discussion was in regarding setback requirements. Ms. Acuna stated that the Commission could consider the following options: outdoor seating areas should not be permitted in any setback areas in the front yard setback or along the street frontage, require that outdoor seating may not be allowed in any required landscaping areas, or the ordinance could allow outdoor seating areas to project into setback area and landscape areas to an extent.

Chair Henderson asked what would happen if an existing commercial center did not have ample setback areas.

Ms. Acuna stated that the regulations would apply to not only existing commercial centers but for new developments as well. Ms. Acuna then stated that if the Commission wished to allow for more flexibility for existing developments, the City could allow for seating areas to project into required setbacks.

Mr. Tsujiuchi stated that he wanted the Commission to keep in mind that the purpose of the setback and landscape requirements were to establish beautification of these areas throughout the City, and that if outdoor dining areas were allowed along street frontages, there would be a need development standards in regard to safety issues.

Chair Henderson asked for clarification to whether these standards would establish regulations to allow for permanent outdoor dining areas, as compared to when the City permitted temporary outdoor dining areas during the COVID-19 pandemic.

Mr. Tsujiuchi stated that was correct and the intent was to now allow outdoor dining on a permanent basis.

Commissioner Wright-Scherr stated that the City should first think about safety when deciding the regulation, and beautification of the City second, but added both should be a priority.

Chair Henderson stated his opposition to allowing outdoor seating in setback areas and along street frontages.

Commissioner Kanhan and Sherman both agreed.

Ms. Acuna then asked for direction on what type of parking regulations there should be for outdoor seating areas. Ms. Acuna presented the Commission with different options on parking regulations.

Chair Henderson, Commission Kanhan, and Commission Wright-Scherr expressed their opinion that there should be some minimum parking requirements for outdoor seating areas over a certain threshold.

Ms. Acuna stated that the Commission had previously discussed other site design standards including security features, requirements on furniture, procedures of review, and liability.

Commissioner Kanhan stated his opposition to allowing fixed furniture.

Chair Henderson stated that if businesses were to have portable furniture, they should be required to bring those items back into the building at the end of their operations each day.

In regard to the procedures of review for outdoor seating areas, the Commission expressed that it should be processed at the staff level, once those regulations have been established by ordinance.

7. **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

Mr. Tsujiuchi updated the Commissioners on upcoming events happening in the City.

8. **PLANNING & ENVIRONMENTAL QUALITY COMMISSIONERS' REPORTS**

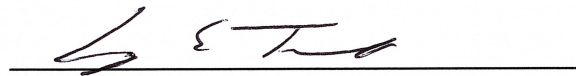
Commission Kanhan stated that he was approached by a representative of a nonprofit organization looking for a new location in the City.

Mr. Tsujiuchi stated that Jackie Choi, the Economic Development Manager, could be of assistance.

9. **ADJOURNMENT**

Chair Henderson adjourned the meeting at 8:30 PM.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Tsujiuchi", is written over a horizontal line.

GREG TSUJIUCHI, SECRETARY  
Planning and Environmental Quality Commission

A handwritten signature in dark ink, appearing to read "Deryl Henderson", is written over a horizontal line.

DERYL HENDERSON, CHAIR  
Planning and Environmental Quality Commission



MEMORANDUM

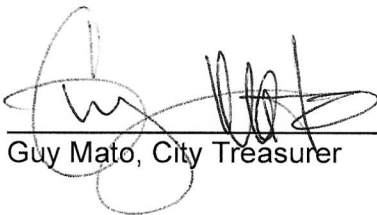
TO: Honorable Mayor and City Council  
FROM: City Treasurer's Office  
DATE: November 8, 2023  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

November 14, 2023 TOTAL WARRANTS ISSUED: \$4,021,417.43

Wire Transfer: 12567-12585  
Prepay:  
Check Numbers: 173888-174092  
Checks Voided:

Total Pages of Register: 27

November 3, 2023 TOTAL PAYROLL ISSUED: \$1,831,558.13



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Guy Mato, City Treasurer

vchlist  
11/08/2023 2:47:25PM

Voucher List  
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12567	10/3/2023	112326 LWP CLAIMS SOLUTIONS INC.	100223		WORKERS' COMP CLAIMS	100,000.00
					Total :	100,000.00
12568	10/17/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365996662716		HEALTH INSURANCE CLAIMS	16,948.13
					Total :	16,948.13
12569	10/17/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	101123		HEALTH INSURANCE CLAIMS	15,069.45
					Total :	15,069.45
12570	10/17/2023	112326 LWP CLAIMS SOLUTIONS INC.	101723		WORKERS' COMP CLAIMS	2,259.31
					Total :	2,259.31
12571	10/19/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365999426614		HEALTH INSURANCE CLAIMS	20,093.21
					Total :	20,093.21
12572	10/19/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	OCTOBER 2023	023-01484	HEALTH & LIFE INSURANCE	118,603.76
					Total :	118,603.76
12573	10/23/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	101923		HEALTH INSURANCE CLAIMS	4,460.79
					Total :	4,460.79
12574	10/23/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U47101		HEALTH INSURANCE CLAIMS	188.43
					Total :	188.43
12575	10/25/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	102423		HEALTH INSURANCE CLAIMS	59,817.66
					Total :	59,817.66
12576	10/17/2023	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/	4602879462	023-01489	LIFE INSURANCE GRP PLANS	3,198.22
					Total :	3,198.22
12577	10/27/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365991336914		HEALTH INSURANCE CLAIMS	17,401.51
					Total :	17,401.51
12578	11/3/2023	303348 EMPLOYMENT DEVELOPMENT, DEPARTMEN	1 JUL-SEP 2023		SUI QUARTER ENDED 09/30/23	2,538.00
					Total :	2,538.00

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12579	11/7/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U47102		HEALTH INSURANCE CLAIMS	2,394.82
					<b>Total :</b>	<b>2,394.82</b>
12580	11/7/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	NOVEMBER 2023	023-01484	HEALTH & LIFE INSURANCE	117,978.74
					<b>Total :</b>	<b>117,978.74</b>
12581	10/18/2023	112326 LWP CLAIMS SOLUTIONS INC.	101823		WORKERS' COMP CLAIMS	100,000.00
					<b>Total :</b>	<b>100,000.00</b>
12582	11/7/2023	112326 LWP CLAIMS SOLUTIONS INC.	110723		WORKERS' COMP CLAIMS	32,260.99
					<b>Total :</b>	<b>32,260.99</b>
12583	11/7/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U47103		HEALTH INSURANCE CLAIMS	88.53
					<b>Total :</b>	<b>88.53</b>
12584	11/7/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	110723		HEALTH INSURANCE CLAIMS	49,977.72
					<b>Total :</b>	<b>49,977.72</b>
12585	11/7/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSURANCE	365995727027		HEALTH INSURANCE CLAIMS	21,449.30
					<b>Total :</b>	<b>21,449.30</b>
173888	11/14/2023	104606 2 BROTHERS TIRES & WHEELS	27365 27445		PD VEHICLE TIRE SERVICES PD VEHICLE TIRE SERVICES	25.00 88.00
					<b>Total :</b>	<b>113.00</b>
173889	11/14/2023	106086 ABC COMPANIES	31567123 3557407 3557982 3558762 3568809		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	428.80 82.90 165.79 331.59 2,142.91
					<b>Total :</b>	<b>3,151.99</b>
173890	11/14/2023	111853 ACCESS	10518666		PD SHREDDING SERVICES	100.00
					<b>Total :</b>	<b>100.00</b>
173891	11/14/2023	112177 ADVANCE AUTO PARTS	8655317358019 8655317358021		GTRANS AUTO PARTS GTRANS AUTO PARTS	144.65 289.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173891	11/14/2023	112177 ADVANCE AUTO PARTS	(Continued) 8655318758465		GTRANS AUTO PARTS	224.58
Total :						658.53
173892	11/14/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	83171883	037-10275	GTRANS AUTO PARTS	283.34
			83173684	037-10275	GTRANS AUTO PARTS	243.78
			83173685	037-10275	GTRANS AUTO PARTS	259.13
			83176625	037-10275	GTRANS AUTO PARTS	479.92
			83176638	037-10275	GTRANS AUTO PARTS	66.84
			83178980	037-10275	GTRANS AUTO PARTS	221.20
			83180684	037-10275	GTRANS AUTO PARTS	2,523.32
			83181983		GTRANS AUTO PARTS	941.10
				037-10275		
			83183580	037-10275	GTRANS AUTO PARTS	317.52
			83186564	037-10275	GTRANS AUTO PARTS	158.98
			83188553	037-10275	GTRANS AUTO PARTS	279.11
			83191590	037-10275	GTRANS AUTO PARTS	1,215.84
Total :						6,990.08
173893	11/14/2023	112192 AJ KIRKWOOD & ASSOCIATES	12463276	037-10290	CARD ACCESS SOFTWARE UPGRADE	5,652.92
Total :						5,652.92
173894	11/14/2023	100925 AMERICAN MOVING PARTS	01A149616		GTRANS AUTO PARTS	356.64
			01A149870		GTRANS AUTO PARTS	554.18
			01A150062		GTRANS AUTO PARTS	1,798.16
			01A150064		GTRANS AUTO PARTS	1,798.16
			01A150106		GTRANS AUTO PARTS	2,189.98
			01A150254		GTRANS AUTO PARTS	192.92
Total :						6,890.04
173895	11/14/2023	110028 ANSER ADVISORY MANAGEMENT LLC	18415	037-10228	PROJECT MANAGEMENT SUPPORT - E	1,522.50
			19714	037-10228	PROJECT MANAGEMENT SUPPORT - E	5,395.00
Total :						6,917.50
173896	11/14/2023	101628 AQUA-FLO SUPPLY	SI2202032		PARK MAINT SUPPLIES	123.42
			SI2204428		PARK MAINT SUPPLIES	188.03
Total :						311.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173897	11/14/2023	108625 ARAD OIL INC.	OCTOBER 2023 SEPTEMBER 2023		CAR WASH CAR WASH	528.00 480.00
					<b>Total :</b>	<b>1,008.00</b>
173898	11/14/2023	112640 ARELLANO ASSOCIATES, LLC	20365	037-10284	MICROTRANSIT SERVICE COMMUNITY	1,302.83
					<b>Total :</b>	<b>1,302.83</b>
173899	11/14/2023	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00972877		HAZARDOUS WASTE DISPOSAL SERVI	100.00
					<b>Total :</b>	<b>100.00</b>
173900	11/14/2023	104687 AT&T	20674703 20708319 20708320 20708334 20708342 20708343 20727215 20757436		TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE	32,230.73 33.56 85.87 33.56 31.43 82.53 368.76 1,858.10
					<b>Total :</b>	<b>34,724.54</b>
173901	11/14/2023	111170 AT&T FIRSTNET	287293416290X101023		PD CELL PHONE ACCT #287293416290	1,982.16
					<b>Total :</b>	<b>1,982.16</b>
173902	11/14/2023	100964 AT&T MOBILITY	287275680401X110123 835577878X11012023		PD CELL PHONE ACCT #287275680401 PD CELL PHONE ACCT #835577878	147.96 646.69
					<b>Total :</b>	<b>794.65</b>
173903	11/14/2023	102880 AUTOPLEX, INC.	15565 15576 15577 15579		2019 FORD F-250 #AC-1 OIL & FILTER C 2005 CHEV TAHOE #1096948 OIL CHAN 2016 FORD FUSION # 1433321 OIL CHA 2016 FORD FUSION #1500850 OIL CHAI	88.39 54.08 68.96 68.96
					<b>Total :</b>	<b>280.39</b>
173904	11/14/2023	109824 AXON ENTERPRISE INC.	INUS187957		PD PROGRAM SUPPLIES	689.06
					<b>Total :</b>	<b>689.06</b>
173905	11/14/2023	110686 AZTECH ELEVATOR COMPANY	AZ18103 AZ18105	024-00958	ELEVATOR MAINTENANCE - NCC ELEVATOR MAINTENANCE - PW	285.00 285.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173905	11/14/2023	110686 AZTECH ELEVATOR COMPANY	(Continued) AZ18106 AZ18107	024-00958	ELEVATOR MAINTENANCE - NCC ELEVATOR MAINTENANCE - CH	100.00 100.00
Total :						770.00
173906	11/14/2023	102400 BAYSIDE MEDICAL CENTER	00160648		BLOOD DRAW	190.80
Total :						190.80
173907	11/14/2023	109037 BEEMAN, RAYMOND	10/03-10/04		ADA COMPLIANCE BOOT CAMP	150.00
Total :						150.00
173908	11/14/2023	107747 BENGAR PRODUCTIONS	7299		EMBROIDERY - REC/HS STAFF SHIRTS	434.00
Total :						434.00
173909	11/14/2023	112299 BERMUDEZ, JASMINE	10/16-10/19		NEOGOV CONFERENCE - PER DIEM &	650.00
Total :						650.00
173910	11/14/2023	109377 BOB BARKER COMPANY, INC.	INV1952390		JAIL PROGRAM SUPPLIES	64.21
Total :						64.21
173911	11/14/2023	111902 BPR CONSULTING GROUP LLC	1023	032-00144	CONSULTING SERVICES - SEPTEMBER	62,813.59
Total :						62,813.59
173912	11/14/2023	102383 BROCK, DAVID	10/16-10/20		BASIC NARCOTICS/SPECIALIZED TRAINING	250.00
Total :						250.00
173913	11/14/2023	112335 CALIFORNIA ARM DEVELOPMENT	PERMIT #50019-0348		PERMIT DEPOSIT REFUND - 16407 NO	15,000.00
Total :						15,000.00
173914	11/14/2023	110538 CANNON COMPANY	86322	024-00821	RBB ARTERIAL IMPROVEMENT PROJECT	5,683.00
Total :						5,683.00
173915	11/14/2023	823003 CARL WARREN & COMPANY	CWC-2037811		CLAIMS MANAGEMENT	51.00
Total :						51.00
173916	11/14/2023	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	44738 44739 44740		LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	252.34 86.40 18.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173916	11/14/2023	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	(Continued)			
			44742		LEGAL SERVICES	207.00
			44743		LEGAL SERVICES	3,506.39
			44744		LEGAL SERVICES	1,378.95
			44745		LEGAL SERVICES	18.00
			44748		LEGAL SERVICES	36.00
			44749		LEGAL SERVICES	216.00
					<b>Total :</b>	<b>5,719.08</b>
173917	11/14/2023	105122 CERDA, TASHA	09/29-10/04		2023 ICMA ANNUAL CONFERENCE	444.05
					<b>Total :</b>	<b>444.05</b>
173918	11/14/2023	108378 CHARLES E. THOMAS COMPANY INC.	104716	037-10246	HEALY QUARTERLY INSPECTION	210.83
					<b>Total :</b>	<b>210.83</b>
173919	11/14/2023	203115 CILVA, ALICE	11/07-11/13		2023 CMRTA ANNUAL CONFERENCE	483.96
					<b>Total :</b>	<b>483.96</b>
173920	11/14/2023	312105 CITY OF LOS ANGELES	MA240000022		TRAFFIC SIGNAL MAINTENANCE & OPI	852.83
					<b>Total :</b>	<b>852.83</b>
173921	11/14/2023	111534 CLEAN ENERGY	CE12617950	037-10217	GTRANS OFFSITE CNG FUELING SERV	64,397.24
			CE12626893	037-10282	GTRANS OFFSITE CNG FUELING SERV	53,413.64
			PJI00025399	037-10062	GTRANS FACILITY MODIFICATIONS	735,177.26
					<b>Total :</b>	<b>852,988.14</b>
173922	11/14/2023	103125 COMPLETE COACH WORKS	91481		BUS #768 SERVICE CALL - DIAGNOSE &	1,982.60
			91636		BUS #736 SERVICE CALL - DIAGNOSE &	1,974.28
					<b>Total :</b>	<b>3,956.88</b>
173923	11/14/2023	103274 CONTRERAS, LUIS	10/23-10/25		SUPERVISORY LEADERSHIP INSTITUT	150.00
					<b>Total :</b>	<b>150.00</b>
173924	11/14/2023	102388 COPYLAND, INC.	84099	037-10278	GTRANS 2"X3.5" COLOR BUSINESS CA	130.84
					<b>Total :</b>	<b>130.84</b>
173925	11/14/2023	109913 COSTAR REALTY INFORMATION INC.	120468289	032-00141	COSTAR SUITE - OCTOBER 2023	860.00
			120491172	032-00141	COSTAR SUITE - NOVEMBER 2023	860.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173925	11/14/2023	109913 109913 COSTAR REALTY INFORMATION INC.	(Continued)			<b>Total : 1,720.00</b>
173926	11/14/2023	103512 CRENSHAW LUMBER CO.	95882		BLDG MAINT SUPPLES	123.51
					<b>Total :</b>	<b>123.51</b>
173927	11/14/2023	103353 CRM COMPANY, LLC.	LA23679		SCRAP TIRE DISPOSAL FEE	69.50
			LA23707		SCRAP TIRE DISPOSAL FEE	69.50
			LA23757		SCRAP TIRE DISPOSAL FEE	69.50
					<b>Total :</b>	<b>208.50</b>
173928	11/14/2023	107905 CROWN CASTLE	PERMIT #17837		PERMIT DEPOSIT REFUND - 1875 W RE	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
173929	11/14/2023	106193 CUMMINS SALES AND SERVICE	X4-41943		GTRANS AUTO PARTS	191.64
			X4-43202		PW AUTO PARTS	163.72
					<b>Total :</b>	<b>355.36</b>
173930	11/14/2023	110319 CWE DIRECTOR	23437	024-00766	MS4 & NPDES MONITORING & COMPLI	5,697.50
			23438	024-00846	MS4 & NPDES MONITORING & COMPLI	13,260.99
					<b>Total :</b>	<b>18,958.49</b>
173931	11/14/2023	104736 D&R OFFICE WORKS, INC.	129773		REC OFFICE FURNITURE	874.28
					<b>Total :</b>	<b>874.28</b>
173932	11/14/2023	111874 DAVID VOLZ DESIGN LANDSCAPE, ARCHITEC	422565	024-00940	ROWLEY PARK SIGN, JN529	6,611.40
					<b>Total :</b>	<b>6,611.40</b>
173933	11/14/2023	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	SEPTEMBER 2023		MONTHLY ANIMAL SERVICES - SEPTEMBER	1,813.28
					<b>Total :</b>	<b>1,813.28</b>
173934	11/14/2023	303459 DEPARTMENT OF JUSTICE	684903	035-01279	FINGERPRINT APPS - SEPTEMBER 202	1,964.00
					<b>Total :</b>	<b>1,964.00</b>
173935	11/14/2023	312117 DEPARTMENT OF WATER & POWER	102323		LIGHT & POWER	101.28
			103023		LIGHT & POWER	79.84
					<b>Total :</b>	<b>181.12</b>
173936	11/14/2023	103241 DP STAR AUTOMOTIVE, INC.	69907		SMOG INSPECTIONS - 2011 NISSAN FF	50.00



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173936	11/14/2023	103241 DP STAR AUTOMOTIVE, INC.	(Continued) 70239 70240 70543		SMOG INSPECTION - 2007 CHEVY #127 SMOG INSPECTION - 2009 CHEVY C350 SMOG INSPECTION - 1997 SATURN X7	50.00 50.00 50.00
					<b>Total :</b>	<b>200.00</b>
173937	11/14/2023	109416 E S SPORTS	11799		CUSTOM GRAPHICS FOR UNIT PE-5	745.40
					<b>Total :</b>	<b>745.40</b>
173938	11/14/2023	110534 EL DORADO NATIONAL	90822070 90823771 90825399 90825825 90826242 90826727		GTRANS BUS VEHICLE SUPPLIES GTRANS BUS VEHICLE SUPPLIES GTRANS BUS VEHICLE SUPPLIES GTRANS BUS VEHICLE SUPPLIES GTRANS BUS VEHICLE SUPPLIES GTRANS BUS VEHICLE SUPPLIES	35.06 65.66 318.41 595.04 595.04 1,102.28
					<b>Total :</b>	<b>2,711.49</b>
173939	11/14/2023	105418 EMPIRE CLEANING SUPPLY	S6102991 S6103053.001 S6103053.002		CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES	604.21 528.79 54.26
					<b>Total :</b>	<b>1,187.26</b>
173940	11/14/2023	106459 ENTERPRISE FM TRUST	FBN4851307.	023-01487	2023 FORD F-150 VIN #1FTVW1EL5PW0	33,846.34
					<b>Total :</b>	<b>33,846.34</b>
173941	11/14/2023	112676 ENVIRONMENTAL CHARTER HIGH, SCHOOL C	PERMIT #50022-0324		PERMIT DEPOSIT REFUND - 2625 MAN	15,000.00
					<b>Total :</b>	<b>15,000.00</b>
173942	11/14/2023	105650 EWING IRRIGATION PRODUCTS	20848289 20891439		PARK MAINT SUPPLIES PARK MAINT SUPPLIES	160.45 117.08
					<b>Total :</b>	<b>277.53</b>
173943	11/14/2023	100055 FAIR HOUSING FOUNDATION	SEPTEMBER 2023		CDBG CONSULTANT	1,947.52
					<b>Total :</b>	<b>1,947.52</b>
173944	11/14/2023	106109 FASTSIGNS	0094-112916		CM OFFICE SIGNS	423.14
					<b>Total :</b>	<b>423.14</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173945	11/14/2023	106129 FEDEX	8-284-81250		SHIPPING SERVICES	285.21
					<b>Total :</b>	<b>285.21</b>
173946	11/14/2023	106129 FEDEX	8-299-34702		SHIPPING SERVICES	31.11
					<b>Total :</b>	<b>31.11</b>
173947	11/14/2023	112329 FM THOMAS AIR CONDITIONING INC	45889		SERVICE CALL - HVAC REPAIRS	889.96
			45890		SERVICE CALL - HVAC REPAIRS	934.87
			45891		SERVICE CALL - HVAC REPAIRS	132.98
					<b>Total :</b>	<b>1,957.81</b>
173948	11/14/2023	106465 FOX FIRST AID & SAFETY INC	71175		STREET MAINT SUPPLIES	63.95
			71182		STREET MAINT SUPPLIES	31.97
					<b>Total :</b>	<b>95.92</b>
173949	11/14/2023	206778 FOX, TODD M.	101723		REFUND - LOAN PAYOFF OVERAGE	172.98
					<b>Total :</b>	<b>172.98</b>
173950	11/14/2023	108102 FUNFLICKS OF SO CAL	18133839		EQUIPMENT RENTAL - MOVIE ON THE I	1,327.81
					<b>Total :</b>	<b>1,327.81</b>
173951	11/14/2023	108183 GARDENA ACE HARDWARE	94760		STREET MAINT SUPPLIES	30.32
					<b>Total :</b>	<b>30.32</b>
173952	11/14/2023	107030 GARDENA AUTO PARTS	173612		PD AUTO PARTS	97.31
			173669		PD AUTO PARTS	22.03
			174136		PW AUTO PARTS	41.22
					<b>Total :</b>	<b>160.56</b>
173953	11/14/2023	107011 GARDENA VALLEY NEWS, INC.	00135362		SUMMARY OF ORDINANCE NO 1858	119.00
			00135800		NOTICE INVITING BIDS - STORM DRAIN	1,757.00
			00135801		SUMMARY OF ORDINANCE NO.1856 -	105.00
			00135802		NOTICE INVITING BIDS - FOR GARDEN	1,624.00
			00136111		NOTICE OF PUBLIC HEARING - MODIFI	133.00
			00136147		NOTICE OF PUBLIC HEARING - ORDIN/	210.00
					<b>Total :</b>	<b>3,948.00</b>
173954	11/14/2023	619005 GAS COMPANY, THE	103123		GAS	4,994.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173954	11/14/2023	619005 619005 GAS COMPANY, THE	(Continued)		<b>Total :</b>	<b>4,994.82</b>
173955	11/14/2023	107056 GENFARE	90194547		GTRANS AUTO PARTS	20.32
			90195040		GTRANS AUTO PARTS	2,142.55
					<b>Total :</b>	<b>2,162.87</b>
173956	11/14/2023	106470 GILLIG LLC	41090666	037-10270	GTRANS AUTO PARTS	1,189.06
			41090667	037-10270	GTRANS AUTO PARTS	410.13
			41098320	037-10270	GTRANS AUTO PARTS	1,232.54
					<b>Total :</b>	<b>2,831.73</b>
173957	11/14/2023	619004 GOLDEN STATE WATER CO.	102423		WATER	18,054.92
					<b>Total :</b>	<b>18,054.92</b>
173958	11/14/2023	109055 GRAFFITI SHIELD, INC.	23544		BUS GRAFFITI SHIELD	890.13
					<b>Total :</b>	<b>890.13</b>
173959	11/14/2023	107513 GRAINGER	9860356741		BUS FACILITY SUPPLIES	152.66
			9861426865		BUS FACILITY SUPPLIES	361.13
			9866706667		PW AUTO SUPPLIES	70.33
			9868726580		BUS FACILITY SUPPLIES	84.97
			9878129718		BUS FACILITY SUPPLIES	96.94
					<b>Total :</b>	<b>766.03</b>
173960	11/14/2023	112611 GUNNER CONCRETE	O-0012384		STREET MAINT SUPPLIES	699.08
					<b>Total :</b>	<b>699.08</b>
173961	11/14/2023	112669 HALL, BRENT	PERMIT #50022-0298		PERMIT DEPOSIT REFUND - 15520 GR/	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
173962	11/14/2023	108113 HDL COREN & CONE	SIN033057		2022-23 ACFR STATISTICAL DATA	1,095.00
					<b>Total :</b>	<b>1,095.00</b>
173963	11/14/2023	112076 HERNANDEZ, ROSA	001		INTERN SERVICES - 10/14-11/01/23	441.00
			023 11/01/23		INTERN SERVICES - 10/12-10/30/23	1,890.00
					<b>Total :</b>	<b>2,331.00</b>
173964	11/14/2023	111549 HF & H CONSULTANTS, LLC	9720641	024-00970	CONSULTING SERVICES - SOLID WAS1	4,874.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173964	11/14/2023	111549 HF & H CONSULTANTS, LLC	(Continued)		<b>Total :</b>	<b>4,874.75</b>
173965	11/14/2023	108434 HOME DEPOT CREDIT SERVICES	0040555		YOUTH PROGRAM SUPPLIES	95.21
			0314647		BLDG MAINT SUPPLIES	234.64
			0341708		BLDG MAINT SUPPLIES	70.29
			0520923		PD PROGRAM SUPPLIES	200.20
			2052462		SEWER PROGRAM SUPPLIES	95.20
			2342097		BLDG MAINT SUPPLIES	763.55
			3353434		PARK MAINT SUPPLIES	28.44
			4234909		BLDG MAINT SUPPLIES	-43.77
			4342275		BLDG MAINT SUPPLIES	96.81
			6022712		STREET MAINT SUPPLIES	87.56
			6353174		STREET MAINT SUPPLIES	34.78
			6353395		BLDG MAINT SUPPLIES	67.32
			6360710		BLDG MAINT SUPPLIES	34.17
			6903573		REC PROGRAM SUPPLIES	128.02
			8314467		STREET MAINT SUPPLIES	98.10
			8336177		REC PROGRAM SUPPLIES	87.71
			8495451		REC PROGRAM SUPPLIES	17.57
			8902394		REC PROGRAM SUPPLIES	201.22
			9342387		PARK MAINT SUPPLIES	74.38
					<b>Total :</b>	<b>2,371.40</b>
173966	11/14/2023	112673 HORLOCHER, SCOTT	PERMIT #50022-1397		PERMIT DEPOSIT REFUND - 1631 W 15	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
173967	11/14/2023	104572 HUDSON AUDIO WORKS	12261	034-00628	JAZZ FESTIVAL - STAGE BACKLINE	8,220.00
					<b>Total :</b>	<b>8,220.00</b>
173968	11/14/2023	110222 INTERAMERICAN MOTOR, LLC	065-373359		GTRANS AUTO PARTS	17.13
			065-388518		GTRANS AUTO PARTS	109.01
			101-173399		GTRANS AUTO PARTS	201.79
			101-188671		GTRANS AUTO PARTS	28.55
			101-201200		GTRANS AUTO PARTS	81.84
			103757358		GTRANS AUTO PARTS	25.94
			105721374		GTRANS AUTO PARTS	25.94
			106029605		GTRANS AUTO PARTS	38.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173968	11/14/2023	110222 INTERAMERICAN MOTOR, LLC	(Continued)			
			110-093280		GTRANS AUTO PARTS	-184.32
			110-669912		GTRANS AUTO PARTS	251.27
			110-671138		GTRANS AUTO PARTS	63.89
			110-672209		GTRANS AUTO PARTS	22.05
			110-673094		GTRANS AUTO PARTS	70.38
			250480735		GTRANS AUTO PARTS	30.92
			31855659		GTRANS AUTO PARTS	854.54
			31875257		GTRANS AUTO PARTS	66.75
			64392336		GTRANS AUTO PARTS	32.18
			64417417		GTRANS AUTO PARTS	39.53
					<b>Total :</b>	<b>1,775.69</b>
173969	11/14/2023	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	140077440		GTRANS AUTO PARTS	1,508.33
			140077620		GTRANS AUTO PARTS	675.61
					<b>Total :</b>	<b>2,183.94</b>
173970	11/14/2023	103064 ITERIS, INC.	163203	024-00971	CONSULTANT SERVICES - ITS MASTEF	10,921.00
					<b>Total :</b>	<b>10,921.00</b>
173971	11/14/2023	111750 JL GROUP LLC	23002EL.2	035-01281	PD INVESTIGATION SERVICES	2,640.00
			23008BG.1	035-01281	PD INVESTIGATION SERVICES	3,060.00
			BG23008.1	035-01281	PD INVESTIGATION SERVICES	2,880.00
					<b>Total :</b>	<b>8,580.00</b>
173972	11/14/2023	110853 JONES & MAYER	118562	020-00048	ATTORNEY SERVICES	11,052.35
			118563		ATTORNEY SERVICES	2,285.98
			118564		ATTORNEY SERVICES	250.91
			118565		ATTORNEY SERVICES	342.92
			118566		ATTORNEY SERVICES	114.30
			118567		ATTORNEY SERVICES	446.04
			118568		ATTORNEY SERVICES	167.27
			118569		ATTORNEY SERVICES	233.59
			118570		ATTORNEY SERVICES	342.92
			118571		ATTORNEY SERVICES	1,115.12
			118572		ATTORNEY SERVICES	3,122.34
			118573		ATTORNEY SERVICES	1,003.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173972	11/14/2023	110853 JONES & MAYER	(Continued)			
			118574		ATTORNEY SERVICES	1,988.91
			118575		ATTORNEY SERVICES	2,994.77
			118576		ATTORNEY SERVICES	780.82
			118577		ATTORNEY SERVICES	10,119.76
			118579		ATTORNEY SERVICES	3,847.17
			118762		ATTORNEY SERVICES	937.29
			118763		ATTORNEY SERVICES	3,131.96
			118764		ATTORNEY SERVICES	473.93
			18578		ATTORNEY SERVICES	4,767.13
					<b>Total :</b>	<b>49,519.09</b>
173973	11/14/2023	211429 KEMP, TAMARA	SEP-NOV 2023		DANCE INSTRUCTOR	1,350.00
					<b>Total :</b>	<b>1,350.00</b>
173974	11/14/2023	110385 KIMLEY-HORN AND ASSOCIATES, INC	26254831	032-00120	DEVELOPMENT SERVICES - 14600 WEI	8,260.79
					<b>Total :</b>	<b>8,260.79</b>
173975	11/14/2023	111260 KJOS, BARBARA JEAN	004		GARDENA FAMILY CHILD CARE PROG	1,054.00
					<b>Total :</b>	<b>1,054.00</b>
173976	11/14/2023	110989 KOA CORPORATION	JC36122-1	024-00994	CMI SERVICES - VAN NESS REHAB, JN	3,600.00
					<b>Total :</b>	<b>3,600.00</b>
173977	11/14/2023	110677 KOFF & ASSOCIATES, INC	017916		PROFESSIONAL SERVICES - JOB CLAS	340.00
					<b>Total :</b>	<b>340.00</b>
173978	11/14/2023	108349 KOSMONT COMPANIES	2209.6-005	032-00127	CONSULTING SERVICES - AFFORDABL	591.50
					<b>Total :</b>	<b>591.50</b>
173979	11/14/2023	108475 L.A. CASCADE INC.	52776		TEMPURE LAB FREEZER - SERVICE C/	774.74
					<b>Total :</b>	<b>774.74</b>
173980	11/14/2023	312030 L.A. COUNTY ASSESSOR	24ASRE027		MAPS/POSTAGE	8.07
					<b>Total :</b>	<b>8.07</b>
173981	11/14/2023	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	23101001863	024-00988	INDUSTRIAL WASTE SERVICES	10,627.31
			23101002185	024-00988	TRAFFIC SIGNAL MAINT-HIGHWAY SAF	2,738.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173981	11/14/2023	312240	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC (Continued)		<b>Total :</b>	<b>13,365.52</b>
173982	11/14/2023	312240	L.A. COUNTY DEPARTMENT OF, PUBLIC WOR IN2400000214	024-01003	LABOR & EQUIPMENT CHARGES - TS C	2,117.79
					<b>Total :</b>	<b>2,117.79</b>
173983	11/14/2023	112145	L.A. COUNTY FIRE DEPARTMENT	IN0428661	UNDERGROUND STORAGE TANK PRO	3,979.00
					<b>Total :</b>	<b>3,979.00</b>
173984	11/14/2023	312039	L.A. COUNTY FIRE DEPARTMENT	C0011571	023-01468 FIRE PROTECTION SERVICES - DECEM	1,005,313.20
					<b>Total :</b>	<b>1,005,313.20</b>
173985	11/14/2023	312113	L.A. COUNTY SHERIFF'S DEPT	240422BL	INMATE MEAL DELIVERY PROGRAM - A	866.05
			240752BL		INMATE MEAL DELIVERY PROGRAM - S	672.00
					<b>Total :</b>	<b>1,538.05</b>
173986	11/14/2023	109939	LA UNIFORMS & TAILORING	18133	PD UNIFORM SUPPLIES	441.72
			18211		PD UNIFORM SUPPLIES	452.74
			18272		PD UNIFORM SUPPLIES	90.35
			18273		PD UNIFORM SUPPLIES	107.99
			18285		PD UNIFORM SUPPLIES	452.74
			18308		PD UNIFORM SUPPLIES	304.07
					<b>Total :</b>	<b>1,849.61</b>
173987	11/14/2023	105874	LAWSON PRODUCTS, INC.	9310953300	BUS SHOP SUPPLIES	214.22
				9310996720	BUS SHOP SUPPLIES	255.56
				9311004324	BUS SHOP SUPPLIES	116.05
				9311011574	BUS SHOP SUPPLIES	225.40
					<b>Total :</b>	<b>811.23</b>
173988	11/14/2023	112614	LAX AUTO REPAIR	19000	2018 FORD INTRCPTR #1554675 OIL &	492.61
				19029	2018 FORD INTRCPTR #1554674 BRAKI	1,121.44
					<b>Total :</b>	<b>1,614.05</b>
173989	11/14/2023	112260	LIEBERT CASSIDY WHITMORE	252039	LEGAL SERVICES	1,218.00
				252050	LEGAL SERVICES	3,129.00
				252057	LEGAL SERVICES	6,345.00
				252068	LEGAL SERVICES	1,931.00
				252074	LEGAL SERVICES	217.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173989	11/14/2023	112260 LIEBERT CASSIDY WHITMORE	(Continued) 252104 252110 253180		LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	203.00 10,161.00 3,867.50
Total :						27,072.00
173990	11/14/2023	109517 LOAD N' GO BUILDING MATERIALS	28193		STREET MAINT SUPPLIES	35.25
Total :						35.25
173991	11/14/2023	112607 LUMINATOR TECHNOLOGY GROUP INC	618111	037-10288	GTRANS CAMERA HARD DRIVES FOR I	15,493.62
Total :						15,493.62
173992	11/14/2023	112615 LU'S LIGHTHOUSE, INC.	01250997 01251815	037-10271 037-10271	GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	80.93 499.82
Total :						580.75
173993	11/14/2023	105082 MAJESTIC LIGHTING, INC.	ML86543		BLDG MAINT SUPPLIES	292.48
Total :						292.48
173994	11/14/2023	113036 MANERI SIGN CO., INC.	40014965		SIGNS - GARDENA CITY LOGO	67.76
Total :						67.76
173995	11/14/2023	112616 MARTINEZ CONCRETE, INC.	23057 23057 1 23057 2	024-01002 024-00973 024-00973	TREE REMOVALS & REPLACEMENTS PEDESTRIAN SAFETY IMPROVEMENT, PEDESTRIAN SAFETY IMPROVEMENT,	4,200.00 138,994.50 19,950.00
Total :						163,144.50
173996	11/14/2023	112678 MARTINEZ, GRISELDA	RECEIPT #61080402		REFUND - FLAG FOOTBALL CANCELLE	70.00
Total :						70.00
173997	11/14/2023	109063 MARTINEZ, JOEL	10/23-10/27		BREACHER CERTIFICATION COURSE -	250.00
Total :						250.00
173998	11/14/2023	112613 MATSUOKA, TODD	10/23-10/25		2023 CALBO CONFERENCE - MILEAGE	70.22
Total :						70.22
173999	11/14/2023	111809 MATTUCCI PLUMBING INC.	PERMIT #17855		PERMIT DEPOSIT REFUND - 17006 S	1,000.00



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173999	11/14/2023	111809 111809 MATTUCCI PLUMBING INC.	(Continued)		<b>Total :</b>	<b>1,000.00</b>
174000	11/14/2023	113064 MCMaster-CARR SUPPLY COMPANY	13878088		GTRANS SHOP SUPPLIES	26.35
			14911494		GTRANS SHOP SUPPLIES	78.69
			14976544		GTRANS SHOP SUPPLIES	61.88
			15496903		GTRANS SHOP SUPPLIES	93.94
			15513588		GTRANS SHOP SUPPLIES	157.73
			15817301		GTRANS SHOP SUPPLIES	181.19
			15890232		GTRANS SHOP SUPPLIES	794.63
			16190215		GTRANS SHOP SUPPLIES	553.28
			16514611		GTRANS SHOP SUPPLIES	94.80
			16729448		GTRANS SHOP SUPPLIES	74.76
			16787826		GTRANS SHOP SUPPLIES	590.16
					<b>Total :</b>	<b>2,707.41</b>
174001	11/14/2023	113299 MERRIMAC ENERGY GROUP	2227545	037-10260	87 OCTANE REGULAR UNLEADED FUE	33,229.20
					<b>Total :</b>	<b>33,229.20</b>
174002	11/14/2023	113299 MERRIMAC ENERGY GROUP	2227546	037-10260	87 OCTANE REGULAR UNLEADED FUE	32,862.18
					<b>Total :</b>	<b>32,862.18</b>
174003	11/14/2023	110206 MICHELIN NORTH AMERICA, INC.	DA0056505695	037-10264	GTRANS' BUS TIRE LEASE SERVICES -	6,583.02
			DA0056928693	037-10264	GTRANS' BUS TIRE LEASE SERVICES -	6,249.74
					<b>Total :</b>	<b>12,832.76</b>
174004	11/14/2023	104152 MODEL 1 COMMERCIAL, VEHICLES, INC.	XA113010827:01		GTRANS AUTO PARTS	221.57
			XA128010292		GTRANS AUTO PARTS	31.47
			XA128015086		GTRANS AUTO PARTS	29.64
					<b>Total :</b>	<b>282.68</b>
174005	11/14/2023	107505 MOUSER ELECTRONICS, INC.	76123533		GTRANS AUTO SUPPLIES	332.16
			76144465		GTRANS AUTO SUPPLIES	33.05
					<b>Total :</b>	<b>365.21</b>
174006	11/14/2023	109056 MULTICARD	52751		ANNUAL SERVICE EQUIPMENT CONTR	1,312.00
			53002		PD PROGRAM SUPPLIES	588.89
					<b>Total :</b>	<b>1,900.89</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174007	11/14/2023	112670 MUMTAZ, MOHAMMAD IDREES	PERMIT #50022-1096		PERMIT DEPOSIT REFUND - 15912 CAS	7,500.00
					<b>Total :</b>	<b>7,500.00</b>
174008	11/14/2023	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	694869		PROPANE GAS	235.24
					<b>Total :</b>	<b>235.24</b>
174009	11/14/2023	105622 N/S CORPORATION	0118580	037-10279	GTRANS BUS WASH EQUIPMENT PART	4,663.47
			0118877	037-10249	GTRANS BUS WASH EQUIPMENT MAIN	586.00
			0119286	037-10249	GTRANS BUS WASH EQUIPMENT MAIN	586.00
					<b>Total :</b>	<b>5,835.47</b>
174010	11/14/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	80746874	023-01486	RANDOM TESTS	254.00
			80747002	023-01486	RANDOM TESTS	111.00
			80820260	023-01486	RANDOM TESTS	678.00
			80821938	023-01486	RANDOM TESTS	213.00
			80892955	023-01486	RANDOM TESTS	625.00
			80894716	023-01486	RANDOM TESTS	452.00
					<b>Total :</b>	<b>2,333.00</b>
174011	11/14/2023	115168 OFFICE DEPOT	334307985		REC OFFICE SUPPLIES	57.99
			334396258		REC OFFICE SUPPLIES	72.13
			334524360		BUS OFFICE SUPPLIES	26.20
			335539842		REC OFFICE SUPPLIES	13.22
			335942098		CM OFFICE SUPPLIES	32.01
			335943252		CM OFFICE SUPPLIES	21.39
			335943255		CM OFFICE SUPPLIES	26.49
			336320459		PD OFFICE SUPPLIES	307.12
			336867362		PD OFFICE SUPPLIES	90.11
			337513119		PD OFFICE SUPPLIES	59.46
			337749528		PD OFFICE SUPPLIES	61.21
			338215221		PD OFFICE SUPPLIES	163.16
			339047338		FINANCE OFFICE SUPPLIES	136.69
			339517987		FINANCE OFFICE SUPPLIES	70.80
					<b>Total :</b>	<b>1,137.98</b>
174012	11/14/2023	109782 OMNITEK ENGINEERING CORP.	0012396		GTRANS SHOP SUPPLIES	972.52
					<b>Total :</b>	<b>972.52</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174013	11/14/2023	111358 O'REILLY AUTO PARTS	361813		GTRANS AUTO PARTS	-22.00
			365675		GTRANS AUTO PARTS	-10.00
			371692		GTRANS AUTO PARTS	39.67
			371693		GTRANS AUTO PARTS	326.08
			374519		PW AUTO PARTS	245.97
			375841		PW AUTO PARTS	480.44
			376118		PW AUTO PARTS	-54.02
			376119		PW AUTO PARTS	35.03
			376265		PW AUTO PARTS	142.10
			377381		PW AUTO PARTS	376.50
			377437		PW AUTO PARTS	54.29
			377588		PW AUTO PARTS	-71.66
			377591		PW AUTO PARTS	-31.36
			377592		PW AUTO PARTS	16.85
			378171		PW AUTO PARTS	107.43
Total :						1,635.32
174014	11/14/2023	115810 ORKIN PEST CONTROL	249141804		PEST CONTROL - ACCT #27336703	283.99
			249141805		PEST CONTROL - ACCT #27336703	283.99
			250681284		PEST CONTROL - ACCT #27336703	283.99
			250681285		PEST CONTROL - ACCT #27336703	283.99
Total :						1,135.96
174015	11/14/2023	112682 ORTIZ, MARISELA	10/23-10/25		2023 CALBO TRAINING - MILEAGE, PAF	100.43
Total :						100.43
174016	11/14/2023	108382 OSORIO, CLINT	09/19-09/21		LEAGUE OF CA CITIES CONFERENCE	586.82
			10/02-10/04		2023 ICMA ANNUAL CONFERENCE	316.32
Total :						903.14
174017	11/14/2023	112680 OTEGBULU, ANTHONY	PERMIT #50022-0813		PERMIT FEE REFUND - DUPLICATE	197.60
Total :						197.60
174018	11/14/2023	112173 PEREZ, NATHALIE	10/16-10/19		NEOGOV CONFERENCE - PER DIEM	150.00
Total :						150.00
174019	11/14/2023	112189 PERFECT SCORE ATHLETIC, TRAINING CENT	10/02-11/01/23		GYMNASTICS INSTRUCTOR SERVICES	7,879.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174019	11/14/2023	112189	112189 PERFECT SCORE ATHLETIC, TRAINING (Continued)		<b>Total :</b>	<b>7,879.50</b>
174020	11/14/2023	108600	PHOENIX GROUP INFORMATION, SYSTEMS	082023211	035-01283 PARKING CONTRACT SERVICES - AUG	12,208.68
			0920231211	035-01283	PARKING CONTRACT SERVICES - SEP	43.92
			092023211	035-01283	PARKING CONTRACT SERVICES - SEP	20,791.81
					<b>Total :</b>	<b>33,044.41</b>
174021	11/14/2023	112401	PINNACLE CLAIMS MANAGEMENT INC	230100104	023-01493 2023 ACA REPORTING SERVICES	7,995.00
					<b>Total :</b>	<b>7,995.00</b>
174022	11/14/2023	109851	PLANETBIDS, INC.	1023220	037-10297 PLANETBIDS VENDOR/BID MANAGEME	7,247.58
					<b>Total :</b>	<b>7,247.58</b>
174023	11/14/2023	116225	PLUMBERS DEPOT, INC.	PD-54585	SEWER PROGRAM SUPPLIES	609.59
			PD-54722		SEWER PROGRAM SUPPLIES	1,993.63
					<b>Total :</b>	<b>2,603.22</b>
174024	11/14/2023	102677	PROVIDENCE HEALTH & SERVICES	600000283 10/05/23	PRE-EMPLOYMENT PHSYICALS	360.00
					<b>Total :</b>	<b>360.00</b>
174025	11/14/2023	106092	PRUDENTIAL OVERALL SUPPLY	42869879	037-10280 UNIFORM & SUPPLY RENTAL	340.86
			42871935	037-10280	UNIFORM & SUPPLY RENTAL	340.86
			42873707	037-10280	UNIFORM & SUPPLY RENTAL	340.86
			42875838	037-10280	UNIFORM & SUPPLY RENTAL	635.23
			42878193	024-01006	UNIFORM & SUPPLY RENTAL	144.38
				034-00616		
			42878196	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42878197	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42879661	037-10280	UNIFORM & SUPPLY RENTAL	340.86
			42880054	034-00616	UNIFORM & SUPPLY RENTAL	162.06
				024-01006		
			42880055	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42880056	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42880057	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42880058	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42880059	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42880060	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42881595	037-10280	SUPPLY RENTAL - MATS - GTRANS	341.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174025	11/14/2023	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42881736	034-00617	CUSTODIAL SUPPLIES	2,481.45
			42881737	034-00616	UNIFORM & SUPPLY RENTAL	162.23
				024-01006		
			42881738	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42881739	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
					<b>Total :</b>	<b>5,701.08</b>
174026	11/14/2023	116820 PSOMAS	201405	037-09987	GTRANS DESIGN BUILD CONSTRUCTIO	4,864.75
					<b>Total :</b>	<b>4,864.75</b>
174027	11/14/2023	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	526590		INDIVIDUAL PSYCHOTHERAPY	687.50
			526651		INDIVIDUAL PSYCHOTHERAPY	289.50
			526676		INDIVIDUAL PSYCHOTHERAPY	550.00
			526682		INDIVIDUAL PSYCHOTHERAPY	289.50
					<b>Total :</b>	<b>1,816.50</b>
174028	11/14/2023	108623 PUN GROUP LLP, THE	114193	023-01476	AUDIT SERVICES DURING FY 23/24	20,000.00
					<b>Total :</b>	<b>20,000.00</b>
174029	11/14/2023	110928 QLESS, INC.	13238	032-00148	MOBILE QLESS SUBSCRIPTION	10,489.50
					<b>Total :</b>	<b>10,489.50</b>
174030	11/14/2023	114143 QUADIENT LEASING USA, INC	Q1031355		POSTAGE MAILING MACHINE LEASE	792.03
					<b>Total :</b>	<b>792.03</b>
174031	11/14/2023	111574 RACE COMMUNICATIONS	RC1028535	023-01491	FIBER INTERNET SERVICES - NOVEME	5,754.24
					<b>Total :</b>	<b>5,754.24</b>
174032	11/14/2023	112679 RC CONCRETE SPECIALIST	PERMIT #17926		PERMIT DEPOSIT REFUND - 15908 S. M	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
174033	11/14/2023	118476 RICOH USA, INC.	9032188999	023-01479	RICOH MPC3503 COPIER LEASE - CLEI	901.54
			9032189012	023-01479	RICOH MPC3503 COPIER LEASE - CD	368.23
			9032189024	023-01479	RICOH MPC6502SP COPIER BASE LEA	755.54
			9032189026	023-01479	RICOH MPC3503 COPIER LEASE - CM	1,129.60
			9032196738	023-01479	RICOH MPC3503 COPIER LEASE - PW	552.40
			9032196744	023-01479	RICOH MPC3503 COPIER LEASE - NCC	1,153.36

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174033	11/14/2023	118476 RICOH USA, INC.	(Continued)			
			9032196855	023-01479	RICOH MPC3503 COPIER LEASE - REC	219.45
			9032197049	023-01479	RICOH MPC6003 COPIER LEASE - PD 9	259.91
			9032197051	023-01479	RICOH MPC3503 COPIER LEASE - GTR	182.17
			9032197151	023-01479	RICOH MPC3503 COPIER LEASE - ADM	211.57
			9032197356	023-01479	RICOH MPC3503 COPIER LEASE - HS	153.85
			9032197376	023-01479	RICOH MPC3503 COPIER LEASE - CHIE	157.41
			9032197481	023-01479	RICOH MPC3503 COPIER LEASE - SR. I	204.62
					<b>Total :</b>	<b>6,249.65</b>
174034	11/14/2023	111867 RJM DESIGN GROUP	36006	024-00795	DESIGN & ENGINEERING - AQUATIC &	3,175.75
					<b>Total :</b>	<b>3,175.75</b>
174035	11/14/2023	112681 RJ'S CONSTRUCTION SUPPLIES	220000007086		TREE PROGRAM SUPPLIES	1,108.72
					<b>Total :</b>	<b>1,108.72</b>
174036	11/14/2023	110918 RONIN MEDIA HOUSE, INC	RMH23-044		PROFESSIONAL MEDIA SERVICES	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
174037	11/14/2023	119126 S.B.R.P.C.A.	04391		PD AUTO PARTS	1,549.08
			04392		CD AUTO PARTS	733.16
			04395		PD AUTO PARTS	1,549.08
			04396		PD AUTO PARTS	1,549.08
			04398		PW AUTO PARTS	769.85
					<b>Total :</b>	<b>6,150.25</b>
174038	11/14/2023	112557 SAASSOCIATES	VERMONT-04	024-00955	CMI SERVICES - VERMONT/166TH ST II	22,794.25
					<b>Total :</b>	<b>22,794.25</b>
174039	11/14/2023	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	256		BLDG MAINT SUPPLIES	305.94
			287		BLDG MAINT SUPPLIES	70.57
			341		REC PROGRAM SUPPLIES	18.85
			347		PD PROGRAM SUPPLIES	12.57
					<b>Total :</b>	<b>407.93</b>
174040	11/14/2023	119015 SAFETY-KLEEN CORPORATION	92578675		SERVICE AQUEOUS PARTS WASHER	1,153.36
					<b>Total :</b>	<b>1,153.36</b>

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174041	11/14/2023	219364 SAFFELL, MICHAEL	10/24-10/27		LACPCA STRATEGIC PLANNING WORK	225.00
					<b>Total :</b>	<b>225.00</b>
174042	11/14/2023	112327 SAMI'S REFEREES LLC	10/01-10/15/23		SPORT REFEREE SERVICES	590.00
					<b>Total :</b>	<b>590.00</b>
174043	11/14/2023	119016 SAM'S CLUB	8232		PW DEPT SUPPLIES	65.08
					<b>Total :</b>	<b>65.08</b>
174044	11/14/2023	105934 SANTIN, STEPHANY	101823		REIMBURSEMENT - PROGRAM SUBSC	99.00
					<b>Total :</b>	<b>99.00</b>
174045	11/14/2023	108654 SECTRAN SECURITY INC.	23092083		ARMORED TRANSPORTATION SERVICE	1,945.13
			23100831		ARMORED TRANSPORTATION SERVICE	834.93
			23100832		ARMORED TRANSPORTATION SERVICE	249.35
					<b>Total :</b>	<b>3,029.41</b>
174046	11/14/2023	112672 SERNA, ISAIAS	PERMIT #50021-0385		PERMIT DEPOSIT REFUND-15017 WAD	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
174047	11/14/2023	107006 SHAMROCK COMPANIES	2729608		PARK MAINT SUPPLIES	78.84
					<b>Total :</b>	<b>78.84</b>
174048	11/14/2023	110731 SHAW HR CONSULTING, INC	009553		PROFESSIONAL SERVICES	980.00
					<b>Total :</b>	<b>980.00</b>
174049	11/14/2023	106975 SHERATON GATEWAY HOTEL	M-QZ5BBDI	037-10298	GTRANS 2023 AWARDS CELEBRATION	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
174050	11/14/2023	119233 SHERWIN-WILLIAMS CO.	7312-1		STREET MAINT SUPPLIES	130.10
					<b>Total :</b>	<b>130.10</b>
174051	11/14/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8096026	035-01282	2018 FORD INTRCPTR #1554674 SERVI	1,704.20
			8096058	035-01282	2018 FORD INTRCPTR #1554674 SERVI	999.75
			8096100	035-01282	2018 FORD INTRCPTR #1554678 SERVI	275.34
			8096141	035-01282	2021 FORD INTRCPTR #11757 SERVICE	130.89
			8096193	035-01282	2022 FORD INTRCPTR #G01330 BRAKE	405.72

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174051	11/14/2023	109918 109918 SHIGE'S FOREIGN CAR SERVICE, INC.	(Continued)		<b>Total :</b>	<b>3,515.90</b>
174052	11/14/2023	107442 SHIN, TED	10/23-10/27		BREACHER CERTIFICATION COURSE -	250.00
					<b>Total :</b>	<b>250.00</b>
174053	11/14/2023	119378 SMARDAN SUPPLY CO.	S4024425		BLDG MAINT SUPPLIES	383.16
			S4024700		BLDG MAINT SUPPLIES	41.50
			S4024884		BLDG MAINT SUPPLIES	115.52
					<b>Total :</b>	<b>540.18</b>
174054	11/14/2023	102027 SOUTH BAY ELECTRIC MOTORS, INC	26464		BUS AUTO PARTS	1,908.09
			26493		REPAIR REULAND MOTOR	743.58
					<b>Total :</b>	<b>2,651.67</b>
174055	11/14/2023	119447 SOUTH BAY FORD	516075	035-01294	2020 FORD EXPLR #B66342 SERVICE &	971.76
			516756		2021 FORD EXPLR #A11760 SERVICE &	2,449.66
			518895		2012 FORD F350 SERVICE & REPAIR	110.00
					<b>Total :</b>	<b>3,531.42</b>
174056	11/14/2023	119447 SOUTH BAY FORD	460265		PW AUTO PARTS	360.82
			460487		PW AUTO PARTS	1,018.05
			460539		PW AUTO PARTS	23.92
					<b>Total :</b>	<b>1,402.79</b>
174057	11/14/2023	112633 SOUTH BAY KUSTOMZ, LLC	13509		2018 FORD EXPLR UNIT P17 REPAIRS	1,372.05
			13510		2007 FORD SWAT UNIT ERV-2 REPAIRS	997.60
			13511		2022 FORD EXPLORER P13 SERVICE &	929.39
					<b>Total :</b>	<b>3,299.04</b>
174058	11/14/2023	619003 SOUTHERN CALIFORNIA EDISON	101623		LIGHT & POWER	73,217.47
					<b>Total :</b>	<b>73,217.47</b>
174059	11/14/2023	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	191417		BUS AUTOMOTIVE FLUIDS	1,861.58
			192544		BUS AUTOMOTIVE FLUIDS	1,775.30
					<b>Total :</b>	<b>3,636.88</b>
174060	11/14/2023	108238 SPARKLETTS	14211220 100423		PD PROGRAM SUPPLIES	42.99



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174060	11/14/2023	108238 108238 SPARKLETTS	(Continued)			<b>Total : 42.99</b>
174061	11/14/2023	111778 SPCALA	092023	032-00143	ANIMAL SHELTER SERVICES	10,338.13
					<b>Total :</b>	<b>10,338.13</b>
174062	11/14/2023	104126 SPECTRUM	0851122101223		CABLE SERVICES - PD	83.54
					<b>Total :</b>	<b>83.54</b>
174063	11/14/2023	104453 SPICERS PAPER, INC.	50012849	023-01480	PRINT SHOP PAPER	2,728.69
					<b>Total :</b>	<b>2,728.69</b>
174064	11/14/2023	119548 ST. JOHN LUTHERAN CHURCH	OCTOBER 2023		SENIOR CITIZEN DAY CARE	750.00
					<b>Total :</b>	<b>750.00</b>
174065	11/14/2023	119594 STANLEY PEST CONTROL	COG 1023		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 1023-1		PEST CONTROL SERVICE -2320 W 149	117.00
					<b>Total :</b>	<b>771.00</b>
174066	11/14/2023	119010 STAPLES ADVANTAGE	3549909945		REC OFFICE SUPPLIES	66.75
			3550446894		REC OFFICE SUPPLIES	40.73
					<b>Total :</b>	<b>107.48</b>
174067	11/14/2023	100609 TANK SPECIALISTS OF CALIFORNIA	33065		CERTIFIED DESIGNATED OPERATOR S	198.00
					<b>Total :</b>	<b>198.00</b>
174068	11/14/2023	110238 TIREHUB, LLC	37834150		TIRES - GY ASSU ALL SEASON 235 70/1	816.52
					<b>Total :</b>	<b>816.52</b>
174069	11/14/2023	111990 TOWNSEND PUBLIC AFFAIRS, INC	20698	023-01481	CONSULTING SERVICES - NOVEMBER	7,000.00
					<b>Total :</b>	<b>7,000.00</b>
174070	11/14/2023	110851 TRAPEZE SOFTWARE GROUP, INC.	TMAU230553	037-10293	SCHEDULING AND OPERATIONS MANA	23,980.00
			TMAU230554	037-10293	SCHEDULING AND OPERATIONS MANA	4,710.00
			TMAU230555	037-10293	SCHEDULING AND OPERATIONS MANA	2,801.00
			TMAU230556	037-10293	SCHEDULING AND OPERATIONS MANA	1,449.00
					<b>Total :</b>	<b>32,940.00</b>
174071	11/14/2023	110851 TRAPEZE SOFTWARE GROUP, INC.	TMAU230582	037-10293	SCHEDULING AND OPERATIONS MANA	2,348.00

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174071	11/14/2023	110851 TRAPEZE SOFTWARE GROUP, INC.	(Continued) TSPAU230149	037-10231	GTRANS SCHEDULING & OPERATIONS	2,462.51
Total :						4,810.51
174072	11/14/2023	105556 TRIANGLE SPORTS, INC.	42191 42192	034-00627	YOUTH SPORTS UNIFORMS REC SPORTS SUPPLIES	2,093.64 243.09
Total :						2,336.73
174073	11/14/2023	111481 TRIO COMMUNITY MEALS, LLC	INV2230035691A INV2230036226 INV2230036339 INV2230036694	034-00584 034-00584 034-00584	SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM SENIOR FEEDINGG PROGRAM	-1,206.88 6,208.89 6,137.68 5,886.09
Total :						17,025.78
174074	11/14/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 10/23/23 FINANCE 10/23/23 MACIEL 09/22/23 OROZCO 09/22/23 PD TRAINING2 8/22/23  SAFFELL 09/22/23 TSUJIUCHI 10/23/23	035-01293     035-01292	CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 07/25-08/23/23  CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 09/23-10/23/23	986.11 13,469.48 5,167.28 3,199.17 6,657.43  216.61 4,893.49
Total :						34,589.57
174075	11/14/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	CRESPO 10/23/23 HR 10/23/23 KWAK 10/23/23 PYNN 10/23/23 RIGG 10/23/23 ROMERO 10/23/23 SWEENEY 10/23/23	037-10299	CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 09/23-10/23/23 CAL CARD STATEMENT 09/23-10/23/23	6,900.32 2,009.01 105.00 7,522.47 949.88 1,165.32 4,103.55
Total :						22,755.55
174076	11/14/2023	109220 U.S. BANK EQUIPMENT FINANCE	514328749		RICOH MPC4503 COPIER LEASE - CD	151.70
Total :						151.70
174077	11/14/2023	104692 ULINE	166801394		BUS SHOP SUPPLIES	609.20

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174077	11/14/2023	104692 ULINE	(Continued) 169620138		BUS SHOP SUPPLIES	86.61
Total :						695.81
174078	11/14/2023	112671 ULTIMATE WINDOW AND DOOR, LLC.	GAR-05	020-00050	CM OFFICE BATHROOM REMODEL/REI	4,000.00
Total :						4,000.00
174079	11/14/2023	107596 UNION PACIFIC RAILROAD COMPANY	90098320	024-00954	ENGINEERING SERVICES - TRAFFIC SI	205.11
			90105051	024-00954	ENGINEERING SERVICES - TRAFFIC SI	167.42
			90115102	024-00954	ENGINEERING SERVICES - TRAFFIC SI	577.19
			90118545	024-00954	ENGINEERING SERVICES - TRAFFIC SI	389.39
			90128853	024-00954	ENGINEERING SERVICES - TRAFFIC SI	252.00
Total :						1,591.11
174080	11/14/2023	103841 VILLAGE AUTO SPA	JUN-SEP 2023		CAR WASH	48.00
			SEPTEMBER 2023		CAR WASH	201.00
Total :						249.00
174081	11/14/2023	122435 VISTA PAINT CORPORATION	2023-196757-00		STREET MAINT SUPPLIES	780.57
			2023-202489-00		GTRANS FACILITY PAINT	260.08
Total :						1,040.65
174082	11/14/2023	111719 WALLACE & ASSOCIATES, CONSULTING, INC	19910	024-00870	FIRE STATION ROOF REPLACEMENT, J	630.00
			20047	037-10212	DISPATCH REMODELING PROJECT, JN	31,152.00
Total :						31,782.00
174083	11/14/2023	108353 WALTERS WHOLESALE ELECTRIC CO	S124215538		BLDG MAINT SUPPLIES	1,418.59
			S124215763		BLDG MAINT SUPPLIES	1,648.24
			S124225825		BLDG MAINT SUPPLIES	241.50
Total :						3,308.33
174084	11/14/2023	101195 WASTE RESOURCES GARDENA	102423		WASTE COLLECTION	266,304.31
Total :						266,304.31
174085	11/14/2023	104107 WAXIE SANITARY SUPPLY	82027993		BUS WASH SUPPLIES	221.60
			82038386		BUS WASH SUPPLIES	50.36
Total :						271.96

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
174086	11/14/2023	100107 WAYNE ELECTRIC CO.	211516		GTRANS AUTO PARTS	512.66
			211549		GTRANS AUTO PARTS	2,188.46
			211550		GTRANS AUTO PARTS	469.71
			211599		GTRANS AUTO PARTS	939.42
Total :						4,110.25
174087	11/14/2023	123146 WEST BASIN WATER ASSOCIATION	230927-7		ANNUAL MEMBERSHIP DUES	500.00
Total :						500.00
174088	11/14/2023	123050 WILLIAMS SCOTSMAN, INC.	9018939248	035-01288	MODULAR BUILDING RENTAL CPX-804	2,279.26
Total :						2,279.26
174089	11/14/2023	112677 WILLIAMS, SABA HAILE	RECEIPT #61592815		MAINTENANCE DEPOSIT REFUND	250.00
Total :						250.00
174090	11/14/2023	103956 WORTHINGTON FORD	F0CB708243		2013 FORD F550 #1343101 DIAGNOSE	1,436.35
			F0CS7087734		2021 FORD INTERCEPT #1615789 BATT	237.37
Total :						1,673.72
174091	11/14/2023	125001 YAMADA COMPANY, INC.	83610		PARK MAINT SUPPLIES	365.79
			83623		PARK MAIN SUPPLIES	91.95
			83627		PARK MAINT SUPPLIES	499.31
			83633		PARK MAINT SUPPLIES	90.58
			83643		PARK MAINT SUPPLIES	10.27
Total :						1,057.90
174092	11/14/2023	126122 ZEP SALES & SERVICE	9009050279	037-10295	BUS SHOP SUPPLIES	2,246.61
Total :						2,246.61
224 Vouchers for bank code : usb						Bank total : 4,021,417.43
224 Vouchers in this report						Total vouchers : 4,021,417.43

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 27 inclusive of the check register are accurate and funds are available for payment thereof.

By:   
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 27 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

\_\_\_\_\_  
Mayor                      11/14/2023  
Date

\_\_\_\_\_  
Councilmember                      Date

\_\_\_\_\_  
Councilmember                      Date

Acknowledged:

\_\_\_\_\_  
Councilmember                      Date

\_\_\_\_\_  
Councilmember                      Date



## CITY of GARDENA

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**  
**SUBJECT: PERSONNEL REPORT**

1. Report the Separation of the following employees:
  - a. **TRESSA WESTBROOK**, Bus Operator, with the Transportation Department, effective October 20, 2023. Ms. Westbrook provided 11.8 years of service to the City.
  - b. **WILLIAM IRBY**, Administrative Aide, with the Transportation Department, effective October 25, 2023. Mr. Irby provided 5 months of service to the City.
  - c. **JESUS OROZCO**, Senior Account Clerk, with the Administrative Services Department, effective October 26, 2023. Mr. Orozco provided 5 months of service to the City.
2. Report the leave under the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA) or Workers' Compensation of the following employees:
  - a. Police Sergeant, **OCTAVIO SALDANA**, of the Police Department, effective September 15, 2023.
  - b. Police Officer, **NATALIE DI ANGELO**, of the Police Department, effective October 5, 2023.
  - c. Bus Operator, **CHANIKA SCOTT**, of the Transportation Department, effective October 9, 2023.
  - d. Paratransit Dispatcher, **ERMA HENRY**, of the Transportation Department, effective October 12, 2023.
  - e. Police Officer, **EDWARD WENKE**, of the Police Department, effective October 11, 2023.
  - f. Police Officer, **KWYN BOGGS**, of the Police Department, effective October 12, 2023.
3. Report the Recruitment for the Open/Competitive position of Associate Planner (Community Development Department). This recruitment is open until filled.
4. Report the Recruitment for the Open/Competitive position of Certified Nursing Assistant (Recreation and Human Services Department). This recruitment is open until filled.
5. Report the Recruitment for the Open/Competitive position of Communications Liaison Officer (Elected and City Manager's Offices). This recruitment is open until filled.
6. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation and Human Services Department). This recruitment is open until filled.
7. Report the Recruitment for the Open/Competitive position of On-Demand (Micro/Paratransit) Operator (Transportation Department). This recruitment is open until filled.

8. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
9. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
10. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
11. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
12. Report the Recruitment for the Open/Competitive position of Senior Account Clerk (Administrative Services Department). This recruitment is open until filled.
13. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
14. Report the Recruitment for the Open/Competitive position of Transit Training and Safety Supervisor (Transportation Department). This recruitment is open until filled.
15. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.F  
Section: CONSENT CALENDAR  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6648, Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

**CONTACT: CITY MANAGER**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council adopt Resolution No. 6648 which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs. On October 24, 2023, Hustler Casino and Larry Flynt's Lucky Lady Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the modified game, RUYI Baccarat, for play at their club. This approval by the State of California is subject to the adoption of a formal resolution by the Gardena City Council.

**FINANCIAL IMPACT/COST:**

None

**ATTACHMENTS:**

[Hustler Casino - Department of Justice Temporary approval of game.pdf](#)

[Hustler Casino - Modified Game Temporary Approval Request.pdf](#)

[Lucky Lady Casino - Department of Justice Temporary approval of game.pdf](#)

[Lucky Lady Casino - Modified Game Temporary Approval Request .pdf](#)

[RESO NO. 6648.pdf](#)

APPROVED:

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Clint Osorio, City Manager





C A L I F O R N I A  
DEPARTMENT OF JUSTICE

**Rob Bonta**  
**Attorney General**

BUREAU OF GAMBLING CONTROL  
2450 DEL PASO ROAD, SUITE 100  
SACRAMENTO, CA 95834  
Telephone: (916) 621-1563  
Fax: (916) 454-8031  
E-Mail Address: Anthony.Lucero@doj.ca.gov

October 24, 2023

Keith Sharp, Designated Agent  
Hustler Casino  
155 North Lake Avenue, Suite 1100  
Pasadena, CA 91101

**TEMPORARY AUTHORIZATION**

Expiration Date: 10/24/2023

Effective Date: 10/24/2025

**BGC ID: GEGA-002822**

RE: RUYI Baccarat Modification Temporary Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the modified game of RUYI Baccarat for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

Hustler Casino may begin offering the modified game for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall invalidate this temporary approval. **In addition, this approval letter shall supersede any previous approval letters.**

The Bureau reserves the right to: (1) review the lawfulness of the modified game of RUYI Baccarat; (2) notify all law enforcement agencies and gambling establishments if further review determines the modified game of RUYI Baccarat to be unlawful; (3) require gambling establishments to cease and desist offering the modified game of RUYI Baccarat if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

**Hustler Casino shall play the modified game of RUYI Baccarat in accordance with the Bureau approved temporary rules, as enclosed.**

October 24, 2023

Page 2 of 2

**Modification(s) to the game of RUYI Baccarat**

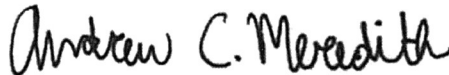
- *Changed the name from EZ Baccarat*
- *Removed Dragon 7 Bonus Bet and Panda 8 Bonus Bet*
- *Added Gold 7 Bonus Bet and Jade 8 Bonus Bet*

Although the Bureau has temporarily approved the modified game of RUYI Baccarat, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the modified game of RUYI Baccarat is offered for play. Hustler Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the modified game of RUYI Baccarat for play.

Any changes Hustler Casino may wish to make in the future to the temporarily approved game enclosed shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

If you have any questions, please contact Anthony Lucero at (916) 621-1563 or via email at [BGCgames@doj.ca.gov](mailto:BGCgames@doj.ca.gov).

Sincerely,



ANDREW MEREDITH, Manager  
Game Review Unit

For ROB BONTA  
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles

## RUYI Baccarat



OCT 24 2023

Bureau of Gambling  
Control**Type of Game**

The game of RUYI Baccarat utilizes a player-dealer position and is a California game. The player-dealer shall collect all losing wagers, pay all winning wagers, and may not win or lose more than the original amount wagered. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players. A player shall only remain in the player-dealer position for two consecutive rounds of play before it is offered in a clockwise fashion around the gaming table. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

**Object of the Game**

The object of the game is to place a bet on the hand, either player line hand or banker line hand, that will have an accumulated point value closer to nine than the other hand.

**Description of the Deck and Number of Decks Used**

The game is played using a standard 52-card deck and no jokers. Cards will be dealt using a multiple deck shoe. A minimum of three decks and a maximum of eight decks shall be used during the play of the game. The cards can be shuffled by hand or with an automatic card shuffling device (shuffler).

**Card Values and Hand Rankings**

The value of each card used in RUYI Baccarat, shall be as follows: aces have a value of one, picture cards have a value of zero, and all other cards have their face value. When the total numerical value of the cards equals ten or more, only the right-hand digit (numeric count) is considered. The ranking of hands for RUYI Baccarat, in order from highest to lowest rank, shall be:

**RUYI Baccarat Hand Ranking**

Hand Dealt	Hand Requirements
<b>Natural 9</b>	A two-card hand that has a value of nine. A Natural 9 shall only be achieved when the first two cards dealt to a hand is valued at nine, according to the rules above.
<b>Natural 8</b>	A two-card hand that has a value of eight. A Natural 8 shall only be achieved when the first two cards dealt to a hand is valued at eight, according to the rules above.
<b>Nine or Eight</b>	A three-card hand that has a value of nine or eight.
<b>Seven through Zero</b>	A two or three-card hand that has a value of seven, six, five, four, three, two, one or zero.

**Description of Table Used and Total Number of Seated Positions**

The game shall be played on either a standard sized table that accommodates up to seven players and a player-dealer position for a total of eight seated positions.

- Within each betting area for each seated player, there shall be five separate betting spaces specifically designated for five separate wagers; the Player line, the Banker line, the Tie Bet, Gold 7 Bonus Bet and the Jade 8 Bonus Bet.
- Each betting space at the table has a fixed amount for wagering limits defining the minimum and maximum amounts that may be wagered. Players must bet at least the table minimum.



OCT 24 2023

## RUYI Baccarat

## Bureau of Gambling

- Backline betting is allowed on the base game wager, Tie Bet, Gold 7 Bonus Bet, and the Control Jade 8 Bonus Bet. The wagers are placed side by side in the same designated betting spaces as the seated placers. Each seated player and backline bettor is responsible for their wager.

**Dealing Procedures and Round of Play**

At the start of a game a player is offered the player-dealer position. Once the player-dealer position is accepted, the house dealer shall wait for each player to make their wager in accordance with the table limits.

1. Third-Party Providers of Proposition Player Services, as defined in Section 19984 of the California Business and Professions Code, are permitted to play.
2. Each player has the following options when placing their wager(s):
  - a. The Player line which pays 1 to 1;
  - b. The Banker line which pays 1 to 1;
  - c. The Tie Bet, which pays 8 to 1;
  - d. If a player placed a wager on either the Player line or the Banker line, that player may place a wager on the Gold 7 Bonus Bet, which pays 40 to 1.
  - e. If a player placed a wager on either the Player line or the Banker line, that player may place a wager on the Jade 8 Bonus Bet, which pays 25 to 1.
3. Once all wagers are placed, the house dealer deals one card to the right and one card to the left, one by one in rotation, until each hand has a total of two cards each.
  - a. All cards are dealt face-up.
  - b. The hand to the left of the house dealer is a community hand that belongs to those who placed a bet on the Banker line.
  - c. The hand to the right of the house dealer is a community hand that belongs to those who placed a bet on the Player line.
  - d. The player line hand is resolved first and then the banker line hand is resolved.
  - e. The hand that is closest to nine wins.
4. After the house dealer delivers the first two cards to both the Player line and Banker line, the following Baccarat rules are followed:
  - a. The player line hand must stand when the hand is valued at 6 through 9, and must hit when the hand is valued at 5 or less.
  - b. If the player line hand stands, then the dealer hand hits on a total of 5 or less.
  - c. If the player line hand hits for a complete hand then the banker line hand hits using the following rules:
    - i. If the banker line hand total is 3, then the banker line hand is dealt a third card unless the third card dealt to the player line hand was an 8.
    - ii. If the banker line hand total is 4, then the banker line hand is dealt a third card unless the third card dealt to the player line hand was a 0, 1, 8, or 9.
    - iii. If the banker line hand total is 5, then the banker line hand is dealt a third card if the third card dealt to the player line hand was 4, 5, 6, or 7.
    - iv. If the banker line hand total is 6, then the banker line hand is dealt a third card if the third card dealt to the player line hand was a 6 or 7.
5. The following chart shows when the banker hits (H) or stands (S) according to the rules above:





## RUYI Baccarat

Bureau of Gambling  
Control

Banker's Score	Player's Third Card									
	0	1	2	3	4	5	6	7	8	9
7	S	S	S	S	S	S	S	S	S	S
6	S	S	S	S	S	S	H	H	S	S
5	S	S	S	S	H	H	H	H	S	S
4	S	S	H	H	H	H	H	H	S	S
3	H	H	H	H	H	H	H	H	S	H
2	H	H	H	H	H	H	H	H	H	H
1	H	H	H	H	H	H	H	H	H	H
0	H	H	H	H	H	H	H	H	H	H

6. The house dealer must use the "house way" when a player requests the house dealer to play an additional wager.
- House way hands shall be set as follows: player hand hits on five or below and stands on six or more.

**How Winners are Determined and Paid**

Once both hands have been completed, according to the guidelines above, the player's wagers are settled. The action on payouts shall begin with the player to the left of the player-dealer position and continue clockwise. All wagers shall be settled from seat to seat in the following order: all Player line wagers, all Banker line wagers, all Tie Bets, all Jade 8 Bonus Bets, and then all Gold 7 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players.

The following shall apply for each possible outcome when determining the winner. The player-dealer shall pay and collect all wagers accordingly:

- The player-dealer shall pay all winning Player line wagers made by players when the player hand is closer to nine than the banker hand.
- The player-dealer shall pay all winning Banker line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Player line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Banker line wagers made by players when the player hand is closer to nine than the banker hand.

**Bonus Bets****Tie Bet**

For each seated position, there shall be one separate and specifically designated area for the placement of a Tie Bet. A player may place a Tie Bet even if he/she has not also placed either a Player line wager or a Banker line wager prior to the initial deal. The Tie Bet takes into account the total value of the player line hand and the total value of the banker line hand, regardless of the number of cards each hand has, at the completion of the round. Each hand must be played according to the guidelines above. In the event that the player line hand and the banker line hand are of the same value (tie), the Tie Bet shall win. In the event that the player line hand and the banker line hand are not of the same value, the player-dealer shall win the Tie Bet.

- The player-dealer shall pay all winning Tie Bets when the total of the player line



## RUYI Baccarat

Bureau of Gambling  
Control

hand and the total of the banker line hand are equal.

- The player-dealer shall collect all losing Tie Bets when the total of the player line hand and the total of the banker line hand are not equal.
- Backline betting is permitted on the Tie Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Tie Bet and any collection fees that may be taken.
- All winning Tie Bets shall be paid 8 to 1.
- Wagers are collected or paid, to the extent that the player-dealer's wager covers. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.

**Gold 7 Bonus Bet**

For each seated position, there shall be one separate and specifically designated area for the placement of a Gold 7 Bonus Bet. A player may only place a Gold 7 Bonus Bet if they have also placed a wager on either the Player line or on the Banker line prior to the initial deal. If the banker hand has a point value of seven using three cards and the player line hand has a value of six or less, regardless of the number of cards, the Gold 7 Bonus Bet wins. The Gold 7 Bonus Bet shall lose on all other outcomes.

- Backline betting is permitted on the Gold 7 Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Gold 7 Bonus Bet and any collection fees that may be taken.
- All winning Gold 7 Bonus Bets shall be paid 40 to 1.
- The player-dealer shall pay all winning Gold 7 Bonus Bets and shall collect all losing Gold 7 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.

**Jade 8 Bonus Bet**

For each seated position, there shall be one separate and specifically designated area for the placement of a Jade 8 Bonus Bet. A player may only place a Jade 8 Bonus Bet if they have also placed a wager on either the Player line or on the Banker line prior to the initial deal. If the player hand has a point value of eight using three cards and the banker line hand has a value of seven or less, regardless of the number of cards, the Jade 8 Bonus Bet wins. The Jade 8 Bonus Bet shall lose on all other outcomes.

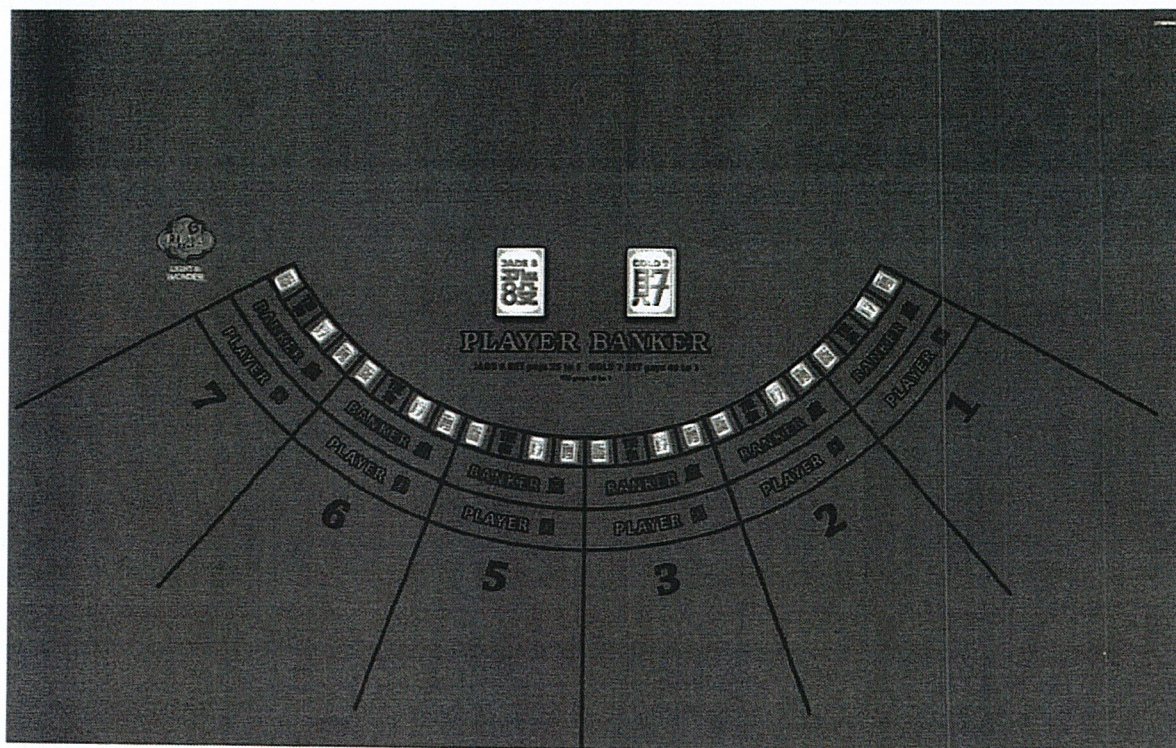
- Backline betting is permitted on the Jade 8 Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Jade 8 Bonus Bet and any collection fees that may be taken.
- All winning Jade 8 Bonus Bets shall be paid 25 to 1.
- The player-dealer shall pay all winning Jade 8 Bonus Bets and shall collect all losing Jade 8 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.





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## RUYI Baccarat

Bureau of Gambling  
ControlTable LayoutEquipment Used

**EZTRAK™: Baccarat Edition** is an LCD-based hand tracking system that provides players with valuable statistical data, enabling them to calculate trends and percentages for any type of Baccarat table games including the very popular RUYI Baccarat™.

**Key Features**

- Table game min and max amounts.
- Numbers and percentages for Player, Banker, Tie Bets, Gold 7 Bonus Bet and Jade 8 Bonus Bet.



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**RUYI Baccarat****Bureau of Gambling  
Control**

- The occurrence of Naturals.
- The number of hands per shoe.
- Previous shoe statistics.
- A timer (optional) that automatically closes all bets for the hand, speeding up hands per hour.

**Collection Rate Schedule**

For wagering limits and collection rates for the game of RUYI Baccarat, please refer to the California Games Collection Rates (GEGA-003476).



# El Dorado LF, LLC

October 25, 2023

VIA EMAIL ONLY  
(COSORIO@CITYOFGARDENA.ORG)

Clint Osorio  
City Manager  
City of Gardena  
1700 West 162<sup>nd</sup> Street  
Gardena, CA 90247-3778

## **Re: Modified Game**

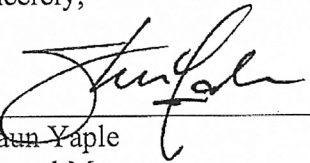
Dear Clint,

Hustler Casino recently submitted a request to the Bureau of Gambling Control to offer the modified game of RUYI Baccarat for play at the casino. We have received temporary approval by the Bureau to begin offering this modified game once approved by the City of Gardena. Attached is a copy of the letter of temporary approval from the Bureau which provides the details of the modified game.

On behalf of Hustler Casino, I'm requesting the modified game of RUYI Baccarat be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,

  
\_\_\_\_\_  
Shaun Yaple  
General Manager

**Acknowledged and Agreed**  
**City of Gardena**

By: \_\_\_\_\_  
Clint Osorio, City Manager

Date: \_\_\_\_\_

SY:dr

Enclosure

cc: K. Sharp, Esq.

1000 West Redondo Beach Blvd., Gardena, California 90247  
(310) 719-9800 • Fax (310) 630-1433



C A L I F O R N I A  
DEPARTMENT of JUSTICE

**Rob Bonta**  
**Attorney General**

BUREAU OF GAMBLING CONTROL  
2450 DEL PASO ROAD, SUITE 100  
SACRAMENTO, CA 95834  
Telephone: (916) 621-1563  
Fax: (916) 454-8031  
E-Mail Address: Anthony.Lucero@doj.ca.gov

October 24, 2023

Keith Sharp, Designated Agent  
Larry Flynt's Lucky Lady Casino  
155 North Lake Avenue, Suite 1100  
Pasadena, CA 91101

**TEMPORARY AUTHORIZATION**

Expiration Date: 10/24/2023

Effective Date: 10/24/2025

**BGC ID: GEGR-001800**

**RE: RUYI Baccarat Modification Temporary Approval**

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Larry Flynt's Lucky Lady Casino's request to offer the modified game of RUYI Baccarat for play. This letter is to inform you that the Bureau is granting temporary authorization for the dates provided above.

Larry Flynt's Lucky Lady Casino may begin offering the modified game for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Larry Flynt's Lucky Lady Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall invalidate this temporary approval. In addition, this approval letter shall supersede any previous approval letters.

The Bureau reserves the right to: (1) review the lawfulness of the modified game of RUYI Baccarat; (2) notify all law enforcement agencies and gambling establishments if further review determines the modified game of RUYI Baccarat to be unlawful; (3) require gambling establishments to cease and desist offering the modified game of RUYI Baccarat if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

**Larry Flynt's Lucky Lady Casino shall play the modified game of RUYI Baccarat in accordance with the Bureau approved temporary rules, as enclosed.**

October 24, 2023

Page 2 of 2

**Modification(s) to the game of RUYI Baccarat**

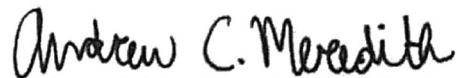
- *Changed the name from EZ Baccarat*
- *Removed the Dragon 7 Bonus Bet and Panda 8 Bonus Bet*
- *Added the Gold 7 Bonus Bet and Jade 8 Bonus Bet*

Although the Bureau has temporarily approved the modified game of RUYI Baccarat, it is the sole responsibility of Larry Flynt's Lucky Lady Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approval that may be required by the local jurisdiction before the modified game of RUYI Baccarat is offered for play. Larry Flynt's Lucky Lady Casino shall be fully responsible for ensuring that any approval required by local law enforcement is obtained prior to offering the modified game of RUYI Baccarat for play.

Any changes Larry Flynt's Lucky Lady Casino may wish to make in the future to the temporarily approved game enclosed shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

If you have any questions, please contact Anthony Lucero at (916) 621-1563 or via email at [BGCgames@doj.ca.gov](mailto:BGCgames@doj.ca.gov).

Sincerely,



ANDREW MEREDITH, Manager  
Game Review Unit

For ROB BONTA  
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor, CES, Los Angeles



## RUYI Baccarat

Bureau of Gambling  
Control**Type of Game**

The game of RUYI Baccarat utilizes a player-dealer position and is a California game. The player-dealer shall collect all losing wagers, pay all winning wagers, and may not win or lose more than the original amount wagered. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players. A player shall only remain in the player-dealer position for two consecutive rounds of play before it is offered in a clockwise fashion around the gaming table. The gambling enterprise does not participate in the actual play of the game and has no interest in the outcome of the play.

**Object of the Game**

The object of the game is to place a bet on the hand, either player line hand or banker line hand, that will have an accumulated point value closer to nine than the other hand.

**Description of the Deck and Number of Decks Used**

The game is played using a standard 52-card deck and no jokers. Cards will be dealt using a multiple deck shoe. A minimum of three decks and a maximum of eight decks shall be used during the play of the game. The cards can be shuffled by hand or with an automatic card shuffling device (shuffler).

**Card Values and Hand Rankings**

The value of each card used in RUYI Baccarat, shall be as follows: aces have a value of one, picture cards have a value of zero, and all other cards have their face value. When the total numerical value of the cards equals ten or more, only the right-hand digit (numeric count) is considered. The ranking of hands for RUYI Baccarat, in order from highest to lowest rank, shall be:

RUYI Baccarat Hand Ranking

Hand Dealt	Hand Requirements
<b>Natural 9</b>	A two-card hand that has a value of nine. A Natural 9 shall only be achieved when the first two cards dealt to a hand is valued at nine, according to the rules above.
<b>Natural 8</b>	A two-card hand that has a value of eight. A Natural 8 shall only be achieved when the first two cards dealt to a hand is valued at eight, according to the rules above.
<b>Nine or Eight</b>	A three-card hand that has a value of nine or eight.
<b>Seven through Zero</b>	A two or three-card hand that has a value of seven, six, five, four, three, two, one or zero.

**Description of Table Used and Total Number of Seated Positions**

The game shall be played on either a standard sized table that accommodates up to seven players and a player-dealer position for a total of eight seated positions.

- Within each betting area for each seated player, there shall be five separate betting spaces specifically designated for five separate wagers; the Player line, the Banker line, the Tie Bet, Gold 7 Bonus Bet and the Jade 8 Bonus Bet.
- Each betting space at the table has a fixed amount for wagering limits defining the minimum and maximum amounts that may be wagered. Players must bet at least the table minimum.





## RUYI Baccarat

## Bureau of Gambling

- Backline betting is allowed on the base game wager, Tie Bet, Gold 7 Bonus Bet, and the Jade 8 Bonus Bet. The wagers are placed side by side in the same designated betting spaces as the seated placers. Each seated player and backline bettor is responsible for their wager.

**Dealing Procedures and Round of Play**

At the start of a game a player is offered the player-dealer position. Once the player-dealer position is accepted, the house dealer shall wait for each player to make their wager in accordance with the table limits.

1. Third-Party Providers of Proposition Player Services, as defined in Section 19984 of the California Business and Professions Code, are permitted to play.
2. Each player has the following options when placing their wager(s):
  - a. The Player line which pays 1 to 1;
  - b. The Banker line which pays 1 to 1;
  - c. The Tie Bet, which pays 8 to 1;
  - d. If a player placed a wager on either the Player line or the Banker line, that player may place a wager on the Gold 7 Bonus Bet, which pays 40 to 1.
  - e. If a player placed a wager on either the Player line or the Banker line, that player may place a wager on the Jade 8 Bonus Bet, which pays 25 to 1.
3. Once all wagers are placed, the house dealer deals one card to the right and one card to the left, one by one in rotation, until each hand has a total of two cards each.
  - a. All cards are dealt face-up.
  - b. The hand to the left of the house dealer is a community hand that belongs to those who placed a bet on the Banker line.
  - c. The hand to the right of the house dealer is a community hand that belongs to those who placed a bet on the Player line.
  - d. The player line hand is resolved first and then the banker line hand is resolved.
  - e. The hand that is closest to nine wins.
4. After the house dealer delivers the first two cards to both the Player line and Banker line, the following Baccarat rules are followed:
  - a. The player line hand must stand when the hand is valued at 6 through 9, and must hit when the hand is valued at 5 or less.
  - b. If the player line hand stands, then the dealer hand hits on a total of 5 or less.
  - c. If the player line hand hits for a complete hand then the banker line hand hits using the following rules:
    - i. If the banker line hand total is 3, then the banker line hand is dealt a third card unless the third card dealt to the player line hand was an 8.
    - ii. If the banker line hand total is 4, then the banker line hand is dealt a third card unless the third card dealt to the player line hand was a 0, 1, 8, or 9.
    - iii. If the banker line hand total is 5, then the banker line hand is dealt a third card if the third card dealt to the player line hand was 4, 5, 6, or 7.
    - iv. If the banker line hand total is 6, then the banker line hand is dealt a third card if the third card dealt to the player line hand was a 6 or 7.
5. The following chart shows when the banker hits (H) or stands (S) according to the rules above:

Banker's Score	Player's Third Card									
	0	1	2	3	4	5	6	7	8	9
7	S	S	S	S	S	S	S	S	S	S





## RUYI Baccarat

Bureau of Gambling  
Control

6	S	S	S	S	S	S	H	H	S	S
5	S	S	S	S	H	H	H	H	S	S
4	S	S	H	H	H	H	H	H	S	S
3	H	H	H	H	H	H	H	H	S	H
2	H	H	H	H	H	H	H	H	H	H
1	H	H	H	H	H	H	H	H	H	H
0	H	H	H	H	H	H	H	H	H	H

6. The house dealer must use the "house way" when a player requests the house dealer to play an additional wager.
- House way hands shall be set as follows: player hand hits on five or below and stands on six or more.

**How Winners are Determined and Paid**

Once both hands have been completed, according to the guidelines above, the player's wagers are settled. The action on payouts shall begin with the player to the left of the player-dealer position and continue clockwise. All wagers shall be settled from seat to seat in the following order: all Player line wagers, all Banker line wagers, all Tie Bets, all Jade 8 Bonus Bets, and then all Gold 7 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the respective players.

The following shall apply for each possible outcome when determining the winner. The player-dealer shall pay and collect all wagers accordingly:

- The player-dealer shall pay all winning Player line wagers made by players when the player hand is closer to nine than the banker hand.
- The player-dealer shall pay all winning Banker line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Player line wagers made by players when the banker hand is closer to nine than the player hand.
- The player-dealer shall collect all losing Banker line wagers made by players when the player hand is closer to nine than the banker hand.

**Bonus Bets****Tie Bet**

For each seated position, there shall be one separate and specifically designated area for the placement of a Tie Bet. A player may place a Tie Bet even if he/she has not also placed either a Player line wager or a Banker line wager prior to the initial deal. The Tie Bet takes into account the total value of the player line hand and the total value of the banker line hand, regardless of the number of cards each hand has, at the completion of the round. Each hand must be played according to the guidelines above. In the event that the player line hand and the banker line hand are of the same value (tie), the Tie Bet shall win. In the event that the player line hand and the banker line hand are not of the same value, the player-dealer shall win the Tie Bet.

- The player-dealer shall pay all winning Tie Bets when the total of the player line hand and the total of the banker line hand are equal.
- The player-dealer shall collect all losing Tie Bets when the total of the player line hand and the total of the banker line hand are not equal.

**RUYI Baccarat****Bureau of Gambling  
Control**

- Backline betting is permitted on the Tie Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Tie Bet and any collection fees that may be taken.
- All winning Tie Bets shall be paid 8 to 1.
- Wagers are collected or paid, to the extent that the player-dealer's wager covers. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.

**Gold 7 Bonus Bet**

For each seated position, there shall be one separate and specifically designated area for the placement of a Gold 7 Bonus Bet. A player may only place a Gold 7 Bonus Bet if they have also placed a wager on either the Player line or on the Banker line prior to the initial deal. If the banker hand has a point value of seven using three cards and the player line hand has a value of six or less, regardless of the number of cards, the Gold 7 Bonus Bet wins. The Gold 7 Bonus Bet shall lose on all other outcomes.

- Backline betting is permitted on the Gold 7 Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Gold 7 Bonus Bet and any collection fees that may be taken.
- All winning Gold 7 Bonus Bets shall be paid 40 to 1.
- The player-dealer shall pay all winning Gold 7 Bonus Bets and shall collect all losing Gold 7 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.

**Jade 8 Bonus Bet**

For each seated position, there shall be one separate and specifically designated area for the placement of a Jade 8 Bonus Bet. A player may only place a Jade 8 Bonus Bet if they have also placed a wager on either the Player line or on the Banker line prior to the initial deal. If the player hand has a point value of eight using three cards and the banker line hand has a value of seven or less, regardless of the number of cards, the Jade 8 Bonus Bet wins. The Jade 8 Bonus Bet shall lose on all other outcomes.

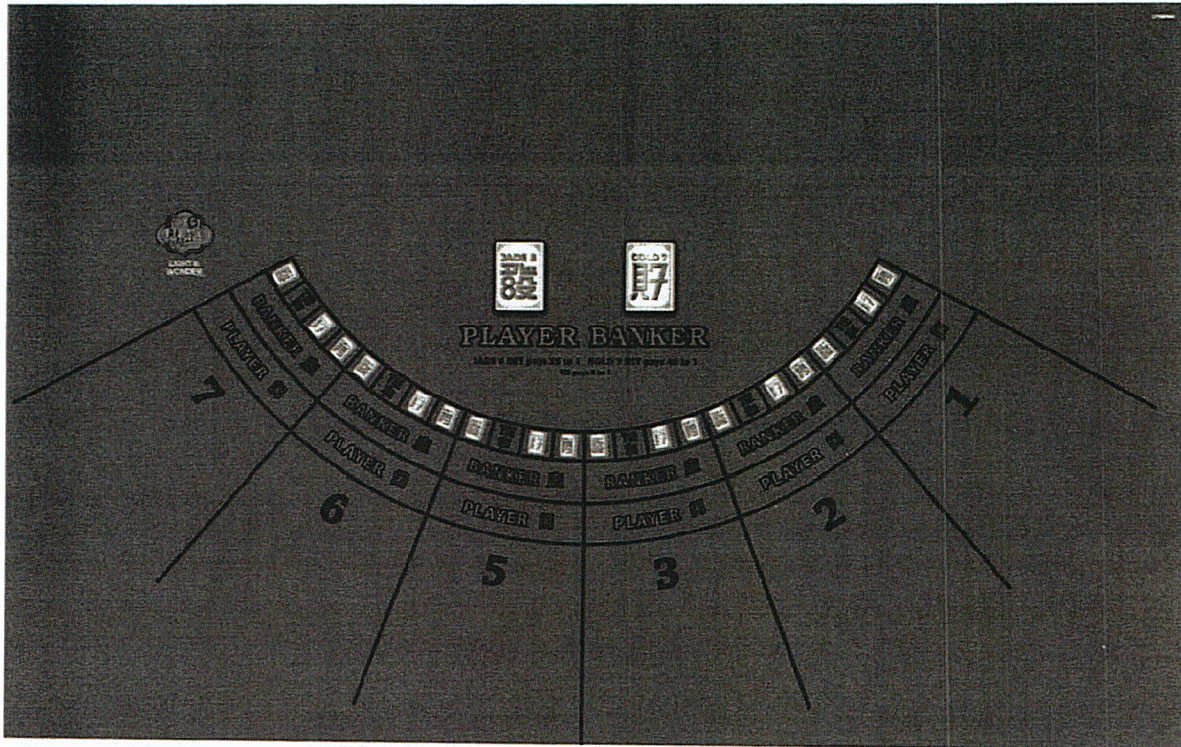
- Backline betting is permitted on the Jade 8 Bonus Bet.
- See the collection rate schedule for restrictions on the amount that may be wagered on the Jade 8 Bonus Bet and any collection fees that may be taken.
- All winning Jade 8 Bonus Bets shall be paid 25 to 1.
- The player-dealer shall pay all winning Jade 8 Bonus Bets and shall collect all losing Jade 8 Bonus Bets. Once the player-dealer's wager has been exhausted, the wagers not covered by the player-dealer shall be returned to the players.





OCT 24 2023

## RUYI Baccarat

Bureau of Gambling  
ControlTable LayoutEquipment Used

EZTRAK™ Baccarat Edition will enhance your players' Baccarat gaming experience while providing them with the important information they want, to make the bets they want.



**EZTRAK™: Baccarat Edition** is an LCD-based hand tracking system that provides players with valuable statistical data, enabling them to calculate trends and percentages for any type of Baccarat table games including the very popular RUYI Baccarat™.

**Key Features**

- Table game min and max amounts.
- Numbers and percentages for Player, Banker, Tie Bets, Gold 7 Bonus Bet and Jade 8 Bonus Bet.





OCT 24 2023

**RUYI Baccarat****Bureau of Gambling  
Control**

- The occurrence of Naturals.
- The number of hands per shoe.
- Previous shoe statistics.
- A timer (optional) that automatically closes all bets for the hand, speeding up hands per hour.

**Collection Rate Schedule**

For wagering limits and collection rates for the game of RUYI Baccarat, please refer to the California Games Collection Rates (GEGR-001814).



October 25, 2023

VIA EMAIL ONLY  
(COSORIO@CITYOFGARDENA.ORG)

Clint Osorio  
City Manager  
City of Gardena  
1700 West 162<sup>nd</sup> Street  
Gardena, CA 90247-3778

**Re: RUYI Baccarat Modification GEGR-001800**

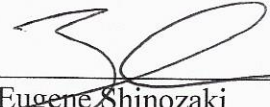
Dear Clint,

Larry Flynt's Lucky Lady Casino submitted a request to the Bureau of Gambling Control to offer modified game RUYI Baccarat for play at the casino. We have received approval by the Bureau to offer this modified gaming activity once approved by the City of Gardena. Attached is a copy of the approval letter from the Bureau.

On behalf of Larry Flynt's Lucky Lady Casino, I'm requesting RUYI Baccarat be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,

  
Eugene Shinozaki  
Casino Manager

**Acknowledged and Agreed**  
**City of Gardena**

By: \_\_\_\_\_  
Clint Osorio, City Manager

Date: \_\_\_\_\_

Enclosure

cc: K. Sharp, Esq.

## **RESOLUTION NO. 6648**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS**

**WHEREAS**, Gardena Municipal Code Section 5.24.430 provides that licensed card clubs in the City of Gardena ("City") may play any game permitted under state law which is also permitted by resolution of the City Council; and

**WHEREAS**, the City Council approved those certain games to be played in licensed card clubs as listed in Resolution No. 6623; and

**WHEREAS**, from time to time licensed card clubs in the City have filed rules of play and requested authorization pursuant to Gardena Municipal Code Section 5.24.430 to play other games not previously listed and approved by City Council Resolution.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:**

SECTION 1. That **RUYI Baccarat**, offered in connection with authorized Poker Section and Promotional Games and played in accordance with the rules approved by the Bureau of Gambling Control on October 24, 2023, shall be permitted to be played in licensed card clubs in the City. The list of all such approved and permitted games is as follows:

#### **POKER SECTION**

2 WAY WINNER  
5 CARD STUD  
6 CARD STUD  
7 CARD HI LO SPLIT  
7 CARD STUD  
7 CARRD STUD HI-LO REGULAR  
21<sup>st</sup> CENTURY BACCARAT  
21<sup>st</sup> CENTURY BACCARAT 9.0  
21<sup>st</sup> CENTURY LUCKY 7 BACCARAT  
BADACEY  
BADEUCEY  
BADUGI  
BIG O HIGH-LOW SPLIT  
BLACKJACK JACKPOT  
BLAZING SEVENS JACKPOT  
PROGRESSIVE  
BUSTER BLACK JACK BONUS BET  
CALIFORNIA HIGH DRAW OPEN BLIND  
CARIBBEAN STUD POKER

CRAZY PINEAPPLE  
DOUBLE BOARD OMAHA  
DRAGON BONUS BACCARAT-  
COMMISSION FREE  
DRAW  
DRAWMAHA ACE-TO-FIVE  
DRAWMAHA HI  
EASY POKER  
EASY POKER BONUS BET  
EZ BACCARAT  
EZ BACCARAT MODIFICATION  
EZ BACCARAT PROGRESSIVE JACKPOT  
HI LO DECLARE  
HOLDEM  
HOLDEM HI LO  
HUSTLER CASINO POKER ROOM MEGA-  
PROGRESSIVE JACKPOT  
JACKPOT POKER  
JACKS BACK HI LO

**Resolution No. 6648**

**AMENDING THE LIST OF AUTHORIZED GAMES  
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS**

KANSAS CITY LOWBALL DEUCE TO  
SEVEN  
LET IT RIDE BONUS  
LOWBALL  
LOWBALL DRAW WINNER LEAVE IT IN  
MEGA POKER JACKPOTS [Modified]  
MEXICAN POKER  
OMAHA AND POT LIMIT  
OMAHA HI  
OMAHA HI LO  
OMAHA HI LO SPLIT  
OMAHA AND POT LIMIT  
OPEN FACE CHINESE POKER  
PAN  
PINEAPPLE  
POCKET ACES CRACKED  
POKER PAYS TO PLAY  
RAZZ  
RAZZDACEY  
RAZZDEUCEY  
SEVEN CARD STUD  
SEVEN CARD STUD HIGH-LOW SPLIT  
SHORT DECK HOLD'EM

SUPER 7 CARD STUD  
SUPER 7 CARD STUD HI/LO  
SUPER 7 CARD STUD HI/LO REGULAR  
SUPER 9 JACKPOT  
SUPER RAZZ  
SUPER RAZZDACEY  
SUPER RAZZDEUCEY  
SUPER STUD POKER PROGRESSIVE  
JACKPOT  
SUPER 7 CARD STUD HI/LO REGULAR  
TABLE TOP JOKER POKER  
TEXAS HOLD'EM  
TEXAS STUD POKER  
THREE CARD POKER  
THREE CARD POKER 6 CARD BONUS  
THREE CARD POKER PROGRESSIVE  
JACKPOT  
TRIPLE ACES II  
TRIPS  
ULTIMATE TEXAS HOLD'EM  
ULTIMATE TEXAS HOLD'EM PROGRESSIV  
JACKPOT

**ASIAN SECTION**

13 CARD  
21<sup>st</sup> CENTURY BLACKJACK 5.1 [Modified]  
ASIAN STUD  
BACCARAT  
BLACKJACK JOKERS  
BONANZA PAI GOW TILES  
CALIFORNIA ACES  
CALIFORNIA BLACKJACK  
CASINO WAR  
CENTURY21  
CRAZY 4 POKER  
EO11  
FACE UP PAI GOW POKER [Modified]  
FUNTAZEE 21  
FORTUNE PAI GOW POKER  
FORTUNE PAI GOW POKER  
PROGRESSIVE JACKPOT  
LUCKY MOON

MAHJONG  
MISSISSIPPI STUD 3 CARD BONUS  
MONSTER & BUSTER PAI GOW POKER  
NO BUST BLACKJACK  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 4.0A  
[Modified]  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 4.0B  
[Modified]  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 6.2  
PAI GOW GOLD DESIGNATED HAND  
PROMOTION  
PAI GOW GOLD PROGRESSIVE  
JACKPOT  
PAI GOW POKER  
PAI GOW POKER JACKPOT  
PAI GOW TILES  
PAN NINE  
PAN NINE GOLD

**Resolution No. 6648**

AMENDING THE LIST OF AUTHORIZED GAMES  
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

RUYI BACCARAT [Modified]  
SUPER PAN 9 MODIFICATION  
TEXAS PAI GOW

TRIPLE PLAY  
ZOOBAC

**PROMOTIONAL GAMES**

BONUS CHIP PROMOTION  
CALIFORNIA GAMES PROMOTIONAL  
CHIPS PROMOTION  
EZ BACCARAT PROGRESSIVE JACKPOT  
FOOD REWARD PROGRAM  
GIFT CARD REWARD PROGRAM  
HUSTLER SPECIAL EVENTS PLAYER  
REWARDS PROMOTION V2

HIGH HAND GIVEAWAY PROMOTION  
JACKPOT GAMES  
LIVE ACTION TOURNAMENT  
PROMOTION  
PLAYER REWARDS PROGRAM [Modified]  
POKER PROMOTIONAL CHIPS  
SPECIAL EVENTS PLAYER REWARDS  
SPORTS BRACKET

SECTION 2. That upon the approval and adoption of this resolution, Resolution No. 6623 shall be rescinded and shall no longer be in force and effect.

SECTION 3. That this resolution shall be effective immediately.

**BE IT FURTHER RESOLVED** that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City; and shall make a minute of the passage and adoption thereof on the records of the proceedings of the City Council for the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14<sup>th</sup> day of November, 2023.

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TASHA CERDA, Mayor

ATTEST:

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MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



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CARMEN VASQUEZ, City Attorney



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.G  
Section: CONSENT CALENDAR  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6647, Approving the Acceptance and Award from the State of California Department of Alcoholic Beverage Control's ABC-OTS Grant in the Amount of \$40,000.00

**CONTACT: POLICE**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

The Gardena Police Department has received a grant award in the amount of \$40,000.00 from the Department of Alcoholic Beverage Control (ABC) to reduce alcohol related violations at various locations within the City of Gardena. The grant, under the 2023/2024 partnership with the Office of Traffic Safety (OTS) will support the Department's goal to provide comprehensive enforcement and prevention efforts during this period. This funding will also include the resources for educating the community and businesses with ABC licenses. As a result, a significant and quantifiable reduction in calls for service related to ABC violations is expected by the completion of this grant.

Therefore, the Police Department respectfully requests that the City Council adopt Resolution No. 6647 authorizing the Chief of Police to accept the \$40,000.00 grant award from the State of California Department of Alcoholic Beverage Control for education and enforcement of alcohol regulations in the City of Gardena.

**FINANCIAL IMPACT/COST:**

There is no General Fund fiscal impact.

**ATTACHMENTS:**

[ABC grant application Oct 2023.pdf](#)  
[Gardena PD AWARD letter \\$40k.pdf](#)  
[ABC\\_Reso\\_&\\_Contract.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

---

Clint Osorio, City Manager





## GARDENA POLICE DEPARTMENT

1718 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.GARDENAPD.ORG / PHONE (310) 217-9600

August 31, 2023

Department of Alcoholic Beverage Control  
Attn: Diana Fouts-Guter, Grant Unit  
3927 Lennane Drive, Suite #100  
Sacramento, CA 95834

I am writing to you on behalf of the Gardena Police Department regarding a request for grant funds to help support our program. The Gardena Police Department operates on the foundation of a strong District Policing Program. The primary focus of our officers is to provide the most relevant and professional service to the members of our community. This focus on community involvement allows us to hold ourselves accountable for solving any, and all, community problems regardless of their size, or perceived importance; namely youth access and abuse of alcohol. Toward this end, I am requesting the opportunity to submit a grant application for of \$25,000 that would be used for general operating expenditures.

An overwhelming majority (78%) of families referred to our Juvenile Intervention Program receive some form of welfare. Youth referred to our programs come from families with traumatic histories— 39% report a history of alcohol or drug abuse, 18% report a history of abuse, 12% report having friends who are involved in gangs, and 17% report one or more caregivers being previously incarcerated. These statistics are self-reported, but due to a lack of education around the definition of "abuse" and the subversive nature of gang activity, we believe the numbers to be far higher. Furthermore, a significant number of the youth we have contact with through our programs have related that alcohol is one of the most accessible methods of coping with negative circumstances.

Gardena is a diverse city with a relatively high number of African-American residents— 24.4%—along with 37.7% Latino/a. Gardena High School tends to be one of LAUSD's most underperforming schools with an average API score of 641, which is well below the State's average of 789 and LAUSD's average of 749. Also, 64.3% of students at Gardena High qualify for free or reduced lunch. Economic state, and the severe lack of progress educationally also contribute toward negative factors that can lead towards youth turning to alcohol to cope with their situations. Based on these factors we seek to reduce the negative effects of alcohol abuse through education to our community members, and enforcement against sales establishments.



TASHA CERDA, Mayor / MARK E. HENDERSON, Mayor Pro Tem

RODNEY G. TANAKA, Councilmember / PAULETTE C. FRANCIS, Councilmember / WANDA LOVE, Councilmember  
MINA SEMENZA, City Clerk / GUY MATO, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney



The following personnel will be used for the listed tasks:

- Each of the 16 task force operations will include one supervisor and two to four officers.
- Each of the neighborhood watch meetings will be conducted by one officer (6 total meetings). There are three districts with one meeting in each district each month. We will attend two neighborhood watch meetings for each district.
- GPD will work in collaboration with local community based organizations (Asian American Drug and Alcohol Abuse Program, Gardena Drug and Alcohol Prevention Taskforce) and provide education at a minimum of 2 community education events (Gardena High School prom safety forum, National Alcohol Awareness Week)
- Select a multitude of alcohol beverage licensed premises throughout the City of Gardena and implement enforcement action to eliminate the problems.
- Identify targeted alcohol outlets through complaints and calls for service and facilitate directed patrol and other opportunities to provide victims struggling with alcohol related problems with information on local resources for assistance.
- Publicize the program in local newspapers and elicit community assistance in addressing alcohol related community problems. Also provide information via social media outlets and access to resources.
- Attend quarterly neighborhood watch meetings throughout the city to inform the residents of the partnership with ABC. Neighborhood watch (District meetings) will also be attended by local community based organization representatives with expertise in the area of alcohol abuse to provide education to community members and provide information as to available resources.
- Involve Code Enforcement to ensure compliance and improve visibility and cleanliness of businesses.
- Conduct up to 16 task force operations at multiple ABC licensed locations, including Minor Decoy, Shoulder Tap, conduct IMPACT inspections, and provide extra Holiday Enforcement.
- Reduce and/or eliminate illegal purchasing and illegal sales of alcoholic beverages to minors at on-sale and off-sale licensed locations throughout the city.
- Use the Special Enforcement Unit, District Officers, Community Development Department, and Code Enforcement to assist in joint inspections to enforce city, county, and state laws.

**BUDGET:**

<b>Budget Category and Line-Item Detail</b>		<b>COST</b>
Personnel Services – Overtime Officer	2 – 4 Officers @ \$99.38	\$25,400
Personnel Services – Overtime Supervisor	1 Supervisor @ \$121.96	\$7800
Personnel Services – Benefits Officers (Based on 11%)		\$2800
Personnel Services – Benefits Supervisor (based on 11%)		\$900
<b>Total Personnel Services</b>		\$36,900
Travel/Lodging/Per Diem	1 Officer	\$900
<b>Total Budget Detail, All Categories</b>		\$37,800

**Conclusion**

On behalf of the City of Gardena, thank you for the opportunity to submit this request for a full grant application.

Sincerely,



Michael Saffell, Chief of Police, Gardena Police Department

Agency	Year	County	Group	Population (Avg)	DVMT
Gardena	2020	LOS ANGELES COUNTY	C	60382	624628

TYPE OF CRASH	VICTIMS KILLED & INJURED	OTS RANKING
Total Fatal and Injury	389	20/106
Alcohol Involved	52	9/106
Had Been Drinking Driver < 21	1	51/106
Had Been Drinking Driver 21 – 34	14	10/106
Motorcycles	18	20/106
Pedestrians	22	18/106
Pedestrians < 15	4	2/106
Pedestrians 65+	1	79/106
Bicyclists	13	48/106
Bicyclists < 15	1	46/106
Composite	162	23/106

TYPE OF CRASH	FATAL & INJURY CRASHES	OTS RANKING
Speed Related	35	49/106
Nighttime (9:00pm	28	29/106

– 2:59am)		
Hit and Run	32	21/106

TYPE OF ARRESTS	ARRESTS	OTS RANKING*
DUI Arrests	125	74/106



Agency	Year	County	Group	Population (Avg)	DVMT
Gardena	2019	LOS ANGELES COUNTY	C	60732	691230

TYPE OF CRASH	VICTIMS KILLED & INJURED	OTS RANKING
Total Fatal and Injury	401	26/105
Alcohol Involved	60	8/105
Had Been Drinking Driver < 21	1	42/105
Had Been Drinking Driver 21 – 34	10	17/105
Motorcycles	20	7/105
Pedestrians	26	25/105
Pedestrians < 15	3	29/105
Pedestrians 65+	5	18/105
Bicyclists	14	55/105
Bicyclists < 15	0	96/105
Composite	188	18/105

TYPE OF CRASH	FATAL & INJURY CRASHES	OTS RANKING
Speed Related	45	56/105
Nighttime (9:00pm	44	14/105

– 2:59am)		
Hit and Run	28	25/105

TYPE OF ARRESTS	ARRESTS	OTS RANKING*
DUI Arrests	252	100/105

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2500



September 25, 2023

Chief Michael Saffell  
Gardena Police Department  
1718 West 162<sup>nd</sup> Street  
Gardena, CA 90247

Re: ABC-OTS Grant Program

Dear Chief Saffell:

Congratulations. Your agency has been selected to participate in the Department of Alcoholic Beverage Control's ABC-OTS Grant Program. Funding for this project is provided by the Office of Traffic Safety through the National Highway Traffic Safety Administration.

We anticipate operations to begin upon completion of the one-day mandatory training class for your operations officer. Fiscal Officers will be contacted by our Fiscal Coordinator; Kristine Okino for training how to submit claims for reimbursement.

Since the grant starts October 1, 2023, you can make pre-paid travel arrangements on or after that date for your operations officer to attend the training. Pre-paid travel purchased prior to October 1<sup>st</sup> will not be reimbursed. The information regarding the date, location and authorized per diem rates are enclosed.

To expedite the issuance of your contract, please review and complete the enclosed ABC-OTS Grant Program Information Sheet. In addition, we will also need a resolution from your agency's governing body. Since these resolutions must be put on calendar, we ask that you do so as soon as possible.

Please mail, fax, or email this information to our Grant Coordinator; Diana Fouts-Guter, at 3927 Lennane Drive, Suite 100, Sacramento, CA 95834, Fax: (916) 928-7625, or at [Diana.fouts-guter@abc.ca.gov](mailto:Diana.fouts-guter@abc.ca.gov).

If you have questions, please contact Supervising Agent Jeff Gregson via email at [jeff.gregson@abc.ca.gov](mailto:jeff.gregson@abc.ca.gov).

We appreciate your prompt response and look forward to working with your agency.

Sincerely,

A handwritten signature in black ink, reading "J. McCullough", is positioned above the printed name.

Joseph McCullough  
Chief Deputy Director

Enclosures  
Cc: Sgt. O. Saldana

## **RESOLUTION NO. 6647**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE ACCEPTANCE AND AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERGAGE CONTROL'S ABC-OTS GRANT IN THE AMOUNT OF \$40,000.00

WHEREAS, the City of Gardena desires to undertake a certain project designated as the 2023/2024 Alcohol Policing Partnership to be funded in part from the funds made available through the Office of Traffic Safety (OTS) administered by the Department of Alcoholic Beverage Control (hereinafter referred to as ABC);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS: that the Chief of Police of the City of Gardena Police Department is authorized to execute on behalf of the City of Gardena the attached contract, including any extensions or amendments thereof, and any subsequent contract with the State in relation thereto.

That this Resolution shall be effective October 1, 2023

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted. All grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.



RESOLUTION NO. 6647

Passed, approved, and adopted this 14th day of November, 2023.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

## EXHIBIT A SCOPE OF WORK

### Purpose and Description of Services

Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:

- Minor Decoy operations – designed to educate and deter licensed locations from selling/furnishing alcohol to minors and shall be conducted at both “On-Sale” and “Off-Sale” licensed establishments within the operation period of the grant.
- Shoulder Tap operations – used to detect and deter adult furnishers outside of a licensed business and shall be performed at “Off-Sale” licensed locations to apprehend adults that are unaffiliated with the licensed businesses who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections – primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
- Holiday Enforcement – This program consists of working general undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations.

Holidays would be defined as **Halloween** (Oct 27-31), **Thanksgiving** (Nov 22-26), **New Year’s Eve** (Dec 31), **St. Patrick’s Day** (March 17), **Cinco de Mayo** (May 5), **Memorial Day weekend** (May 24-27) and **4<sup>th</sup> of July** (July 4). In order to help reduce youth involved fatal and/or injury crashes, the dates for Holiday Enforcement operations coincide with NHTSA/OTS AVOID Campaign dates, which have been determined as holidays with an influx number of DUI crashes.

The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.

In addition, contractor agrees to the following goals:

- Raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Establish and implement a coordinated effort between contractor and ABC, and acknowledges no operations will be conducted until after the contractor’s representative has completed training conducted by ABC.

- Issue press releases as follows:
  - 1. To announce the start of the program;
  - 2. At the conclusion of each Minor Decoy Operation held (to announce the number of licensed premises who sold to the minor decoy)
  - 3. At the conclusion of each Shoulder Tap Operation held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
  - 4. At the conclusion of each IMPACT operation held
- Email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
- In all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
- Complete and submit bi-monthly reports, in a format designed by the Department of Alcoholic Beverage Control due no later than 15 days after operations conducted:
  - On or before **January 15, 2024** (with results of operations October, November & December 2023)
  - On or before **March 15, 2024** (with results of operations January & February 2024)
  - On or before **May 16, 2024** (with results of operations March & April 2024)
  - On or before **July 15, 2024** (with results of operations May & June 2024)
  - On or before **September 16, 2024** (with results of operations July & August 2024)
- Submit an Executive Summary as part of the final report due on or before **September 16, 2024**. The summary shall contain the following:
  - 1. An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project
  - 2. Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution
  - 3. Problems – describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.
  - 4. Results – describe the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.
  - 5. Disclaimer – The final report shall include the following: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."
  - 6. Documentation – Attach any relevant documents developed. Examples are new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

## Contract Term

The operation period of the grant is October 1, 2023 through August 31, 2024.

## Project Representatives

The project representatives during the term of this agreement will be:

Gardena Police Department  
Danny Guzzo  
1718 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
(310) 217-6122  
[dguzzo@gardenapd.org](mailto:dguzzo@gardenapd.org)

Department of Alcoholic Beverage Control  
Diana Fouts-Guter, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 928-9807  
[Diana.fouts-guter@abc.ca.gov](mailto:Diana.fouts-guter@abc.ca.gov)

Direct all fiscal inquiries to:

Gardena Police Department  
Ray Beaman  
1718 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
(310) 217-9502  
[rbeaman@cityofgardena.org](mailto:rbeaman@cityofgardena.org)

Department of Alcoholic Beverage Control  
Kristine Okino, Fiscal Grant Analyst  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
[Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov)

## **EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS**

### **Invoicing and Payment**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay bi-monthly for approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (24-OTS107) and must not exceed the contract total authorized amount of \$40,000.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grants Fiscal Analyst  
3927 Lennane Drive, Suite 100  
Sacramento, California 95834

- This grant is only for overtime compensation and travel for training on October 17, 2023 only.
- In accordance with State of CA travel policy, agencies are eligible to receive reimbursement for travel expenses incurred for training on October 17, 2023.  
<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- Payment shall be made in arrears within 45 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, October 1, 2023 and on or before the project termination date, August 31, 2024.
- Contractor understands any other costs incurred by contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of contractor.

### **Budget Contingency Clause**

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this agreement and contractor shall not be obligated to perform any provisions of this agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to contractor to reflect the reduced amount.

### **Prompt Payment Clause**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.
3. **ASSIGNMENT:** This agreement is not assignable by the contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this agreement and be relieved of any payments should the contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid to the contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209.

With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this agreement, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this agreement.
13. COMPENSATION: The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:



- a. If for this contract contractor made a commitment to achieve small business participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this contract contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

**Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

**Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

**Contractor Certifications:** By signing this agreement, contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.H  
Section: CONSENT CALENDAR  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Acceptance and Notice of Completion for the Pedestrian Safety Improvement FY 2022-2023 Project (Phase 2), JN 513

**CONTACT: PUBLIC WORKS**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that City Council accept the work performed by Martinez Concrete, Inc. and order the recordation of the Notice of Completion for the Pedestrian Safety Improvement FY 2022-2023 Project (Phase 2), JN 513.

This project replaced approximately 4,500 square feet of raised and damaged sidewalk, 240 linear feet of curb and gutter, and replaced 10 trees within the City's Maintenance District, Zone 1.

Sufficient funds to complete this project were appropriated by the City Council during the fiscal year 2022-2023 Capital Improvement Budget using Measure R and SB 821 funds.

**FINANCIAL IMPACT/COST:**

Amount of Expense: \$167,310.00

Funding Source: Measure R and SB 821

**ATTACHMENTS:**

[NOC\\_Ped Safety\\_JN 513.pdf](#)

APPROVED:

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Clint Osorio, City Manager

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk  
City of Gardena  
1700 W. 162nd Street  
Gardena, CA 90247

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 13th day of June 2023, the City Council of said City entered into contract with Martinez Concrete, Inc. whose address is 920 W. Foothill Blvd., Azusa, CA 91702 for the improvement titled Pedestrian Safety Improvement 2022/2023, JN 513 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at Maintenance District, Zone 1 in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on October 13<sup>th</sup>, 2023.
5. That the City Council formally accepted this work and improvement on November 14, 2023.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled Pedestrian Safety Improvement 2022/2023, JN 513 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this \_\_\_\_ day of \_\_\_\_\_ 2023.

City of Gardena

\_\_\_\_\_  
Jose Espinoza



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 8.I  
Section: CONSENT CALENDAR  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Acceptance and Notice of Completion for the Vermont Avenue Street Improvements from Artesia Boulevard to Gardena Boulevard project, JN 959

**CONTACT: PUBIC WORKS**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council accept the work performed by ONYX Paving Company, Inc. and order the recordation of Notice of Completion for the Vermont Avenue Street Improvements from Artesia Boulevard to Gardena Boulevard Project, JN 959.

This project overlaid approximately 80,000 square feet of asphalt pavement. Provided and installed traffic signal battery back systems and touchless Audible Pedestrian Signals (SPS) at the intersections of Vermont Avenue and 168th Street and Vermont Avenue and Gardena Boulevard Intersections. The project removed and replaced one curb ramp, 80 feet of curb and gutter, 775 square feet of sidewalk, 620 square feet of driveway approach's and restriped the roadway pavement and crosswalks. Sufficient funds to complete this project were adopted in the fiscal year 2022-2023 budget by the City Council.

**FINANCIAL IMPACT/COST:**

**Amount of Expenses:** \$923,800 (Construction & Construction Administration)

**Source of Funds:** Prop C and Measure M

**ATTACHMENTS:**

[NOC JN959.pdf](#)

APPROVED:

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Clint Osorio, City Manager

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:

**Mina Semenza, City Clerk**

**1700 W. 162nd Street**

**Gardena, CA 90247**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### NOTICE OF COMPLETION

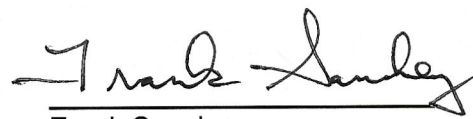
NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162nd Street, Gardena, California 90247.
2. That on the 25th day of April 2023, the City Council of said City entered into contract with ONYX Paving Company, Inc. whose address is 2890 E La Cresta Ave. Anaheim Ca 92806 for the improvement titled The Vermont Ave Street Improvements from Artesia Blvd to Gardena Blvd Project, JN959, in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at the above referenced street segments in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on September 22, 2023.
5. That the City Council formally accepted this work and improvement on November 14, 2023.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement The Vermont Ave Street Improvements from Artesia Blvd to Gardena Blvd Project, JN959, in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this 11th day of November 2023.

City of Gardena

  
Frank Sanchez



# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 8.J  
Section: CONSENT CALENDAR  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Seven Month Tire Lease Contract Extension with Michelin North America, Inc. at a cost of \$62,000

**CONTACT: TRANSPORTATION**

**COUNCIL ACTION REQUIRED:**

**RECOMMENDATION AND STAFF SUMMARY:**

GTrans has historically used an outside contractor to lease tires for its entire fleet of 40-foot transit buses, as this has proven to be more cost effective than buying and maintaining the tires in-house. As part of this service, the outside contractor would need to inspect and maintain tires, notify GTrans staff of unusual wear and tear patterns, and replace tires as needed. The frequency of service varies based on the mileages these buses run, road quality, natural elements, heaviness of the bus, etc. In addition, each type of bus may require specific type of tires, as they are built from different manufacturers, have different built designs, and have different weight requirements.

In 2018, GTrans released Invitation for Bid (IFB) 2018-11 and awarded a 5-year contract to Michelin North America, Inc. ("Michelin") for bus tire lease service. This contract's final year concluded on June 30, 2023, and GTrans released new IFB 2023-01 to award another 5-year contract to the lowest bidder. In the bid, GTrans was not able to identify the specific weight of the new battery-electric bus (BEB) from Gillig because the buses are still in design phase, and the total weight of the bus has not yet been set. These Gillig buses are anticipated to weigh more than average BEB because of the 7th battery pack that will be added to the bus design, but the specific weight would only be determined after the first bus has been built with all of its accessories and interior features (e.g., passenger seats, wheelchair securement). At this time, GTrans anticipates the first Gillig BEB to be built during the first quarter of year 2024 and can then release the bus weight for this Gillig BEB. The weight of the bus is a critical information, as heavier the bus gets, the stronger the tire would need to be to support the bus as it runs. Without this weight information in the bid, potential bidders may not be able to submit a low bid price that would correctly reflect the type of tires that are required during the duration of the contract. Due to the unknown factor of the new Gillig BEB, GTrans decided to cancel IFB 2023-01 and plans to re-release the bid once the Gillig BEB are manufactured and more information is confirmed.



While this information becomes available and is included in the new bid, GTrans still requires bus tire lease service to run its daily operation and would like to recommend that the City Council approve a seven month extension to a current contract to Michelin that would be through June 30, 2024. Michelin was the lowest bidder in the last bid, and they have been providing high-quality service on GTrans' buses. In addition, they are already familiar with the work and buses on-site, so the continuation of work will be seamless. The seven-month extension will provide GTrans sufficient time to wait for the new Gillig BEB to be manufactured, include all the necessary information into the new bid, conduct and award the bid, and coordinate transfer of work between two contractors, should the bid be awarded to another contractor other than the incumbent. Michelin has agreed to maintain its mileage rate from 2018 contract, which would be \$0.00687/mile, and both parties have agreed to increase the monthly service rate to be \$4,000 per month based on the rise of labor rates between 2018 to 2023.

Staff respectfully requests that City Council approve the seven month contract extension to Michelin North America, Inc. for bus tire leasing and related services at an amount not to exceed \$62,000.

**FINANCIAL IMPACT/COST:**

GTrans has local capital funds available and designated for the purchase of these vehicles, and included in FY24 capital budget previously approved by the City Council. There is no impact to the General Fund.

**ATTACHMENTS:**

[Third Amendment to Agreement with Michelin.pdf](#)

[City of Gardena Agreement with Michelin and Amendments.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

---

Clint Osorio, City Manager



## **CITY OF GARDENA THIRD AMENDMENT TO CONSULTANT AGREEMENT**

This Third Amendment to Consultant Agreement is entered into this 22nd day of November, 2023 by and between the City of Gardena, a municipal corporation ("City") and Michelin North America, Inc. ("Consultant").

**WHEREAS.** City and Consultant entered into a Consultant Agreement dated July 3, 2018 ("Agreement"), pursuant to which Consultant has provided bus tire lease services;

**WHEREAS.** City and Consultant entered into a First Amendment dated July 11, 2023, extending the duration of the Agreement from July 1, 2023 to September 30, 2023 for an amount not to exceed \$25,000.

**WHEREAS.** City and Consultant entered into a Second Amendment dated October 2, 2023, extending the duration of the Agreement from October 1, 2023 to November 30, 2023 for an amount not to exceed \$4,500.

**NOW, THEREFORE,** the parties agree as follows:

1. The contract duration will be extended from December 1, 2023 to June 31, 2024;
2. Consultant shall be compensated per bid rate set forth in the Agreement in an amount not to exceed \$62,000. The mileage rate shall remain the same as \$0.00687/mile, and the monthly flat-rate service fee shall be \$4,000/month;
3. Terms and conditions set forth in the Agreement shall remain the same;
4. The rights and obligations of the parties with regard to the provision of this extended contract term shall be governed by the Agreement.

(The Remainder of This Page is Intentionally Left Blank)  
(Signature Page Follows)

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

BY \_\_\_\_\_  
Tasha Cerda  
Mayor

DATE \_\_\_\_\_

ACCEPTED

MICHELIN NORTH AMERICA, INC.

BY Ed Quigley  
Ed Quigley  
Director of Operations, Services & Solutions AMN

DATE 11/3/2023

APPROVED AS TO FORM

BY Carmen Vasquez  
Carmen Vasquez  
City Attorney

DATE 11/3/2023

AGREEMENT BETWEEN THE  
CITY OF GARDENA  
AND  
MICHELIN NORTH AMERICA, INC.

THIS AGREEMENT made and entered into this day of June 26, 2018, at Gardena, Los Angeles County, California, by and between the CITY OF GARDENA, a municipal corporation of the State of California ("CITY"), and Michelin North America, Inc. ("CONTRACTOR").

RECITALS

WHEREAS, CITY has requested Bids from qualified Bidders to provide bus tire lease services; and

WHEREAS, CONTRACTOR has submitted a Bid to CITY which is the lowest priced responsible and responsive Bid from a qualified Bidder; and

WHEREAS, CONTRACTOR warrants that the goods furnished under the contract will conform to the contract description, be free of defects in materials and working condition, be fit for the ordinary purposes for which such goods are used and in the quantity desired by CITY;

WHEREFORE, for and in consideration of their mutual covenants and agreements herein contained, and subject to all of the terms and conditions hereinafter set forth, the parties hereto do agree as follows:

SECTION 1. DEFINITIONS

Whenever any term used in this Agreement has been defined by the Gardena Municipal Code, the definitions in the Municipal Code shall apply unless the term is otherwise defined in this Agreement.

- A. "Agreement" shall mean the written contract between the City and the Contractor and all documents contained therein.
- B. "City" or phrase "City of Gardena" shall mean the governing body of the City of Gardena or any department thereof, hereinafter referred to as the City.
- C. "City Council" shall mean the City Council of the City.
- D. "Contractor" shall mean the Bidder who is awarded a Contract as a result of this bidder process.
- E. "Lower-tier Contractor" is a subcontractor to the prime Contractor with contracts in excess of \$25,000 to the prime Contractor.

SECTION 2. CONTRACT DOCUMENTS

- A. SCOPE OF WORK – Contractor shall provide deliverables, programs, goods, and services specifically described in Invitation for Bid (IFB) No. 2018-11 Bus Tire Lease Contract and all Addenda which is incorporated herein by reference.
- B. IFB NO. 2018-11 and ADDENDA – CONTRACTOR has confirmed receipt of all Addenda, amending the Invitation for Bid No. 2018-11, and Contractor, in the performance of this Agreement, shall adhere to the IFB and all Addenda provided to Contractor. The IFB and all Addenda are incorporated herein by this reference as if set forth herein full.
- C. PRICE SHEET
- D. BINDING AGREEMENT

1. In consideration of the mutual promises contained herein, City and Contractor enter into this Agreement and each party agrees to be bound by and comply with all of the requirements of this Agreement, Invitation for Bid (Section 1 - 5) and the completed bid certifications (Section 6), which are attached hereto as Attachment 1 and 2.
2. This Agreement contains the entire understanding between the City and Contractor. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties.
3. All of the above named documents are intended to cooperate, so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Agreement will hereinafter be referred to as the "contract documents". All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

### SECTION 3. TERM/LENGTH OF CONTRACT

- A. The term of this Contract begins on the date the Contract is signed by the City following any required approvals of the Contract, including approval by the City Council, if such approval is required. The Contract term shall be two (2) years fixed with an additional three, 1-year options. Notice to Contractor of intent to execute options shall be given thirty (30) days prior to the end of the then-current contract, as amended. Options may be executed upon the sole discretion of the City.
- B. Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

### SECTION 4. PRICE/PAYMENTS/INVOICES/CHANGE ORDERS

- A. Contract Price - This is a firm fixed price contract. City shall pay to the Contractor as full consideration for the work to be done at the unit prices bid and listed in the contract documents. Increases or decreases in the Contract quantities shall operate in the manner provided for in subsection B (below).
- B. Extra and/or Additional Work Changes - Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation. No compensation shall be paid to the Contractor for additional services, which are not specifically approved by the City in writing. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the Contract and signed by the City of Gardena. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Payment - Payment of invoices shall be made in full within thirty (30) days after acceptance in writing by the Director of Transportation or a designated representative and receipt of an itemized invoice for payment from the Contractor.
- D. Prompt Payment Policy - The Prime Contractor shall pay subcontractors (if any) for satisfactory performance of their Contracts no later than 15 days from the receipt of payment made to the prime contractor by the City of Gardena. Prompt return of retainage payments from the prime Contractor to the subcontractor will be made within 15 days after the subcontractor's work is satisfactorily completed. Any delay or

postponement of payment among the parties may take place only for good cause and with the City's prior written approval. If the prime Contractor determines the work of the subcontractor to be unsatisfactory, it shall notify the City in writing and state the reasons. Failure by the prime Contractor to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

- E. Taxes - Contractor shall separately state on all invoices any taxes imposed by federal or state governments applicable to furnishing of the articles; provided, however, where a tax exemption is available, such tax shall be subtracted from the total price and identified. The City of Gardena is exempt from federal excise and transportation taxes. Total bid prices are to exclude these federal taxes. Exemption certificates will be furnished upon request. Invoiced amounts are subject to State and Local sales tax, which shall be shown separately, but is not to exceed the Contractor's bid price listed.

#### SECTION 5. TERMINATION/BREACH

- A. Termination for Convenience - The City of Gardena may terminate this Agreement for convenience, in whole or in part, at any time upon thirty (30) days written notice to the Contractor when it is in the City's best interest. Upon said notice, the Contractor shall be paid for actual costs, including contract close-out costs, and profit on work performed in accordance with this Agreement up to the time of termination. The Contractor will only be paid the Contract prices for completed product(s) or services delivered and accepted in accordance with the manner of performance set forth in the Contract. The Contractor shall promptly submit a detailed termination claim in writing to the City of Gardena for reimbursement. If the Contractor has any City property in its possession, the Contractor will account for the same, and dispose of it in a manner directed in writing by the City.
- B. Termination for Default [Breach or Cause] - The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the contract delivery schedule, or if the Contractor fails to perform in the manner called for in the Contract or if the Contractor fails to comply with any other provision of the Contract. Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract prices for product(s) or services delivered and accepted in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gardena, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of fabricating or procuring the articles canceled from another source exceed the price specified herein, and the City may set off any such charge against any amounts which may otherwise become payable to Contractor under the Contract.
2. Upon such termination, Contractor will deliver to the City any of the articles, parts, or materials, for which the City shall make written request at or after termination, and the City will pay Contractor the inventory value of any such property so requested and delivered. Notwithstanding the City's right to terminate the Contract for delay in delivery, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor notifies the City of conditions causing delay at least 15 days prior to delivery or, if Contractor's delay is caused by the default of a subcontractor or supplier, if such default arises out of

causes beyond the control of both the Contractor and the subcontractor or supplier and without the fault or negligence of either of them, and the supplies or services to be furnished by them were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

#### SECTION 6. DISPUTE RESOLUTION

- A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute - Unless otherwise directed by the City of Gardena, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Gardena and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.
- E. Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Gardena or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### SECTION 7. INSURANCE REQUIREMENTS

- A. Commencement of Work Contractor shall not commence work under the Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of the Agreement, for any extensions hereto, and for periods after the end of the Agreement as may be indicated below, Contractor shall have and maintain in place all of the insurance coverage required in this Section. Contractor's insurance shall comply with all items specified by the Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors.
- B. Insurance Company Requirements - All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Contractor shall maintain the types of coverage and limits no less than indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, or equivalent. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000) per occurrence.
2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, or equivalent including Symbol 1 (any auto) with no special limitations affecting City.
3. Policy Requirements - The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
  - a. "The City, its appointed and elected officials, employees, representatives, and volunteers" shall be additional insureds by blanket endorsement as required by written contract".
  - b. The Contractor's insurer shall agree to provide CITY with "prior written notice, of any cancellation, non-renewal or material change in coverage in accordance with the terms of the policy".
  - c. For any claims with respect to the Services covered by the Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
  - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Worker's Compensation and Employer's Liability Insurance - a policy that meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be: Worker's Compensation - statutory limits; Employer's Liability - no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without prior written notice being provided to the City in accordance with the terms of the policy".

D. Additional Requirements:

1. The procuring of such required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of the Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies, Certificates of Insurance and/or or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.
2. *Deductibles.* Any deductible or self-insured retention over \$25,000 per occurrence shall be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium,



if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

3. *Verification of Compliance.* Contractor shall furnish City with original policies or certificates and endorsements effecting coverage required by the Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Prior to the expiration date of any policy of insurance required by the Agreement, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to CITY within three (3) days of any such request by City.
4. *Termination for Lack of Coverage.* If Contractor, for any reason, fails to have in place, at all times during the term of the Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate the Agreement.

## SECTION 8. GENERAL PROVISIONS

- A. Non-Collusion - The Contractor represents by affidavit that the bid price is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the Contractor has not directly or indirectly induced or solicited any other Bidder to put up a sham Bid (Proposal), or any other person, firm or corporation to refrain from bidding, and that the Contractor has not in any manner sought by collusion to secure himself any advantage over other Bidders.
- B. Assignment and Subcontractors - None of the sums due or to become due, nor any of the work to be performed under this Contract shall be assigned. Nor shall Contractor subcontract for completed or substantially completed articles or major components thereof, or for any other part of this Contract, without City's prior written consent. Any assignment to which the City consents shall be subject to setoff or recoupment for any present or future claim which the City may have against Contractor.
- C. Advertising - Contractor shall not, without first obtaining written consent of the City, in any manner advertise or publish the fact that Contractor has contracted to furnish the City the articles or services.
- D. Applicable Law
  1. Contractor shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.
  2. Contractor warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
  3. Contractor covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.
- E. Conflict of Interest - Contractor understands that pursuant to Gardena Municipal Code Section 2.24.020(H) it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City of Gardena until the completion of services to be performed under this Agreement. No member, officer or employee of the City of Gardena or of a local public body during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No member

of, or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

F. Records/Audits

1. Contractor shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:
  - a. All accounts and records, including personnel, property and financial, adequate to identify and account for all charges pertaining to this Agreement and assure proper accounting for all funds;
  - b. Records which establish that Contractor and any subcontractor who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations
  - c. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
2. City shall have the right to audit Contractor's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.
3. Upon reasonable notice from City or any other governmental agency, Contractor shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

G. Notices

1. Notice Upon City:

Whenever it is necessary for Contractor to serve notice to City respecting the provision of the Agreement, Contractor shall submit such notice in writing to:

City of Gardena's GTrans  
Aubrey Smith  
13999 S. Western Avenue  
Gardena, California 90249  
Telephone: (310) 965-8888  
Email: asmith@gardenabus.com

2. Notice Upon Contractor:

Whenever it is necessary for City to serve notice to Contractor respecting the provision of the Agreement, City shall submit such notice in writing to:

Name: Michelin North America, Inc.  
Address: One Parkway South  
City: Greenville State: SC Zip: 29615  
Attn: Margaret Johnson  
Telephone: (864) 458-6120

3. Notice Effective. Notice shall be deemed served upon personal delivery or three (3) day after deposit in the United States mail. Notices served by facsimile shall also be sent by regular mail.

H. Indemnity

1. Contractor assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.
2. Contractor shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Contractor or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.
3. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

- I. Waiver - The failure of the City to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of each party with respect to such future performance shall continue in full force and effect. No waiver shall be binding, unless executed in writing by the party making the waiver.
- J. Attorney Fees - If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

By Tasha Cerda

Tasha Cerda

Mayor

Date 6/26/18

ACCEPTED:

Michelin North America, Inc.

By Carmel Novak

Carmel Novak

Director of Services & Solutions, Sales & Operations

Date 7/3/18

Approved as to Form:

By Peter L. Wallin

for Peter L. Wallin

City Attorney

Date 6/26/18

**CITY OF GARDENA**  
**FIRST AMENDMENT TO CONSULTANT AGREEMENT**

This First Amendment to Consultant Agreement is entered into this 30th day of June, 2023 by and between the City of Gardena, a municipal corporation ("City") and Michelin North America, Inc. ("Consultant").

**WHEREAS.** City and Consultant entered into a Consultant Agreement dated July 3, 2018 ("Agreement"), pursuant to which Consultant has provided bus tire lease services;

**WHEREAS.** City and Consultant desire to extend the duration of the bus tire lease service under the Agreement, which was originally set to expire on June 30, 2023.

**NOW, THEREFORE,** the parties agree as follows:

1. The contract duration will be extended from July 1, 2023 to September 30, 2023;
2. Consultant shall be compensated per bid rate set forth in the Agreement in an amount not to exceed \$25,000;
3. Terms and conditions set forth in the Agreement shall remain the same;
4. The rights and obligations of the parties with regard to the provision of this extended contract term shall be governed by the Agreement.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

BY

  
Clint Osorio  
City Manager


DATE

7/11/23

ACCEPTED

MICHELIN NORTH AMERICA, INC.


BY

  
Ed Quigley

Director of Operations, Services & Solutions AMN

DATE 6/30/2023

APPROVED AS TO FORM

BY   
Carmen Vasquez  
City Attorney

DATE July 6, 2023

## **CITY OF GARDENA SECOND AMENDMENT TO CONSULTANT AGREEMENT**

This Second Amendment to Consultant Agreement is entered into this 11th day of September, 2023 by and between the City of Gardena, a municipal corporation ("City") and Michelin North America, Inc. ("Consultant").

**WHEREAS.** City and Consultant entered into a Consultant Agreement dated July 3, 2018 ("Agreement"), pursuant to which Consultant has provided bus tire lease services;

**WHEREAS.** City and Consultant entered into a First Amendment dated July 11, 2023, extending the duration of the Agreement from July 1, 2023 to September 30, 2023 for an amount not to exceed \$25,000.

**NOW, THEREFORE,** the parties agree as follows:


1. The contract duration will be extended from October 1, 2023 to November 30, 2023;
2. Consultant shall be compensated per bid rate set forth in the Agreement in an amount not to exceed \$4,500;
3. Terms and conditions set forth in the Agreement shall remain the same;
4. The rights and obligations of the parties with regard to the provision of this extended contract term shall be governed by the Agreement.

(The Remainder of This Page is Intentionally Left Blank)  
(Signature Page Follows)



IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove set forth.


CITY OF GARDENA

BY   
Clint Osorio, City Manager

DATE 10/2/2023


ACCEPTED

MICHELIN NORTH AMERICA, INC.

BY   
Ed Quigley, Director of Operations, Services & Solutions AMN

DATE 10/2/2023

APPROVED AS TO FORM

BY   
Carmen Vasquez  
City Attorney

DATE 10/2/2023



# PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

## Regular PEQC Meeting Notice and Agenda

Website: [www.cityofgardena.org](http://www.cityofgardena.org)

**Tuesday, November 7, 2023 – 7:00 PM**

1700 W. 162nd Street, Gardena, California

### **REPORT OF ACTIONS**

#### **6. OTHER MATTERS**

##### **Fo 6.A SECOND REQUEST FOR EXTENSION**

The Planning Commission considered a second request for an extension of time for Tentative Parcel Map No. 82410, to subdivide a 17,221 square foot property at 15906-15908 S. Manhattan Place creating two separate parcels in the Low-Density Multiple-Family Residential (R-2) zone

LOCATION: 15906-15908 S. Manhattan Place

APPLICANT: Nancy Hurt Canady

[Staff Report \(15906-15908 Manhattan\).pdf](#)

[Attachment A - Statement of Reasons for Extension of Time.pdf](#)

[Attachment B - Tentative Parcel Map No. 82410.pdf](#)

**Commission Action:** The Planning Commission approved a second request for an extension of time for Tentative Parcel Map No. 82410 (TM #1-18), by a vote of 4-0, granting an additional 12-month extension.

#### **7. PUBLIC HEARING ITEMS**

##### **7.A FIRST MODIFICATION TO CONDITIONAL USE PERMIT #13-17**

The Planning Commission reviewed a request for a modification to Conditional Use Permit #13-17, to add an additional prefabricated storage container to the property and other site changes for a landscaping contractor's yard and determination that the project qualifies for both a Class 3 (new construction/conversion of small structures) and Class 11 (accessory structures) categorical exemption, pursuant to the California Environmental Quality Act

LOCATION: 1650 W 130th Street (APN: 6102-006-005)

APPLICANT: Antonio Valenzuela (Mariposa Landscapes Inc)

[Staff Report - Landscape Contractor \(Mod to CUP #13-17\).pdf](#)

[Attachment A - Resolution No. PC 15-23.pdf](#)

[Exhibit A - Modified Conditions of Approval \(Mod to CUP #13-17\).pdf](#)

[Exhibit B - Project Plans.pdf](#)

[Attachment B - Original Staff Report.pdf](#)

**Commission Action:** The Planning Commission approved Resolution No. 15-23, by a vote of 4-0, approving Modification to Conditional Use Permit #13-17 subject to the Conditions of Approval, and directed staff to file a Notice of Exemption.

## 7.B ZONE TEXT AMENDMENT #6-23

The Planning Commission considered a recommendation to the City Council on adoption of Ordinance No. 1860 to repeal and readopt Chapter 18.43 of the Gardena Municipal Code relating to Density Bonus Laws, and finding the Ordinance to be exempt pursuant to the common sense exemption of CEQA Guidelines Section 15061(b)(3)

[Staff Report - Density Bonus Ordinance.pdf](#)

[Attachment A - Resolution PC No. 19-23 \(Density Bonus\).pdf](#)

[Exhibit A - Draft Ordinance No. 1860.pdf](#)

[Attachment B - Public Hearing Notice.pdf](#)

**Commission Action:** The Planning Commission approved Resolution No. PC 19-23, by a vote of 4-0, recommending that the City Council adopt Ordinance No. 1860 to repeal and readopt Chapter 18.43 of the Gardena Municipal Code relating to Density Bonus Laws.

Katherine Rhee

UNDER: ORAL COMMUNICATIONS

**From:** Josmelye Cabrera  
**Sent:** Tuesday, October 17, 2023 10:37 AM  
**To:** Georgina Placido; Katherine Rhee; Becky Romero  
**Subject:** FW: Council meetings

Good morning,

This public comment came in through webmaster and I was advise to let city clerks know.

Best,  
Mel

**From:** [REDACTED]  
**Sent:** Tuesday, October 17, 2023 9:08 AM  
**To:** Webmaster <Webmaster@ci.gardena.ca.us>  
**Subject:** Council meetings

Caution! This message was sent from outside your organization.

Watching the council meeting on You Tube on September 26<sup>th</sup>, 2023 it was like a TV-Reality Show. There was a question that came up. If a council member individually hosts a city function or do a project for the City of Gardena, should the person hosting be allowed to add their name to the roster, flyer, or poster? Because that person did the running around, got sponsors etc., got vouchers, it should be that person's name only printed on the roster. Two council members stated "yes" it should be allowed. (Please review You Tube video of September 26<sup>th</sup> 2023.)

Mayor Tasha Cerda stated that the roster should be inclusive and because the projects would be in the City of Gardena, working as a team effort. This seems to be the right solution to move things forward for it is the City of Gardena. It is the right perspective in my opinion. Another council member was stating that is "confusing"! If a single person did all the heavy work. Then that person should get the credit. It looked like a run for political office to me. Another council member took the stance that projects completed turned out fine the way it is, there should be no changes! ,And why do they need a change. Another council member kept silent. This person could have added input, maybe just to defuse the problem. Another council member stated "We must work as a team or else all will fail." This still did not calm down the "loggerheads". This went on about 15 to 20 mins. This is why I'm writing this email, this is a problem.

In my opinion:

This caused a backlog delay on significant important tasks needed to be completed by the City of Gardena. Too many contrast opinions this looks bad on You Tube for the City of Gardena. Undoubtedly more training is needed. The council members need understanding of explanations and re-explain in a different way. On zoom it looks like they lack experience.

Solutions: Roster questions should be resolved in council members chambers

Have pre-reading strategies before the scheduled meetings. Have an unbiased person look at the video before it is aired on You Tube. Be sure to review the September 26<sup>th</sup> and Oct 10<sup>th</sup> the same problem and same question comes up!

Sent from [Mail](#) for Windows

PUBLIC COMMENT # 2  
UNDER: ORAL COMMUNICATION

'23 OCT 31 AM 7:50

CITY CLERK'S OFFICE

Katherine Rhee

**From:** Claire Simonich <csimonich@vera.org>  
**Sent:** Monday, October 30, 2023 6:37 PM  
**To:** Public Comment; Tasha Cerda; Mark Henderson; Rodney Tanaka; Paulette Francis; Wanda Love  
**Subject:** Vera Institute Public Comment on Bail Policy  
**Attachments:** Gardena - Vera Written Public Comment for City Council - Bail Policy.pdf

Caution! This message was sent from outside your organization.

Dear Gardena City Councilmembers,

My name is Claire Simonich. I live in Los Angeles and am the Associate Director of Vera California, a local initiative of the Vera Institute of Justice, which advances policies and practices that will make California a model for promoting community safety, ending mass incarceration, and advancing racial justice.

Please see the attachment for my public comment on the LA County Superior Court's new bail policy. If you have any trouble accessing the document, please let me know and I can resend it.

Warmly,  
Claire

**Claire Simonich**  
Associate Director, Vera California

**Vera Institute of Justice**  
634 South Spring Street, #300A  
Los Angeles, CA 90014  
(929) 625-4054  
[csimonich@vera.org](mailto:csimonich@vera.org)  
(pronouns: she/her)



October 30, 2023

Gardena City Council:

Via email: [publiccomment@cityofgardena.org](mailto:publiccomment@cityofgardena.org), [tcerda@cityofgardena.org](mailto:tcerda@cityofgardena.org),  
[mhenderson@cityofgardena.org](mailto:mhenderson@cityofgardena.org), [rtanaka@cityofgardena.org](mailto:rtanaka@cityofgardena.org),  
[pfrancis@cityofgardena.org](mailto:pfrancis@cityofgardena.org), [wlove@cityofgardena.org](mailto:wlove@cityofgardena.org)

Mayor Tasha Cerda  
Mayor Pro Tem Mark E. Henderson  
Councilmember Rodney G. Tanaka  
Councilmember Paulette C. Francis  
Councilmember Wanda Love

**Re: Support – Implementation of the Superior Court’s new bail policy, the Pre-Arraignment Release Protocols (PARP).**

Dear Gardena City Council,

My name is Claire Simonich. I live in Los Angeles and am the Associate Director of Vera California, a local initiative of the Vera Institute of Justice (Vera) advancing policies and practices that will make California a model for ending mass incarceration, promoting community safety, and advancing racial justice. Vera has worked on pretrial policy across the country—from Michigan to Kentucky to New Jersey—for more than 60 years.

We are writing to share research, data, and factual information regarding the Superior Court’s new bail policy, the Pre-Arraignment Release Protocols (PARP), which is a step forward towards a more fair, just, and safe pretrial system.

**The PARP policy rightfully shifts away from money bail and recommends administrative release for people charged with misdemeanors and low-level felonies.**

The court’s policy does not represent a radical change in the pretrial system and instead builds off years of similar bail policies and assessment of those policies. For the past three years, the county has had a bail schedule (often called the “emergency bail schedule” or EBS) on and off where many people charged with low-level offenses were released through administrative means, like citations, instead of having traditional cash bail imposed. Like the emergency bail schedule, the PARP policy recommends administrative release for low-level offenses. The policies of having pre-arraignment magistrate reviews and a money bail system for people detained until arraignment [continue](#).

**Extensive research demonstrates that reforms like the PARP policy are good for public safety.**

[Vera analyzed](#) the Los Angeles Police Department's own data from the EBS period and found that violent crime and property crime in Los Angeles were lower or remained effectively unchanged under the EBS from the two-year period before the policy. As in Los Angeles, studies from around the country repeatedly find that reforms like the PARP policy *are not linked to an increase in violent or nonviolent crime*. The courts in Harris County, Texas—home to Houston—issued a standing order in 2019 for most people charged with misdemeanors to be released without money bond. An independent federal monitor tasked with analyzing the data [found](#) that far more people are now being released pretrial and that these higher release rates did not translate to higher rearrest rates—rearrest rates have stayed largely constant from before and after the policy change.

The Kentucky Supreme Court issued statewide orders similar to what is in the PARP, including release for nonviolent and nonsexual lower level felonies, and found that [the data showed](#) releasing more people does not compromise public safety. In 2017, the court mandated administrative pretrial release for most misdemeanors; 92 percent of those released were not rearrested. In 2020, after the policy expanded to include the aforementioned felonies, rearrest remained low and 89 percent of people were not rearrested.

In New York, despite the fearmongering around bail reform, a rigorous academic study found that it [reduced overall re-arrest and felony re-arrest among people released under the new law, compared to a pre-reform comparison group. Further, research shows no correlation](#) between bail reform policies and an increase in violent crime. These research findings counter false claims that the PARP policy is likely to increase crime.

**The Council should not be swayed by critics' fearmongering and misleading claims.**

Critics of the PARP policy frequently cite the Yolo County District Attorney's reports claiming their emergency bail schedule led to a huge increase in crime. The Yolo County DA reports should not be credited because they are significantly flawed. They are based on a small sample size—one study was of 100 people (compared to the tens of thousands studied in Houston's or Kentucky's policies which are similar in scope to PARP's)—and without establishing the proper research protocols that would show a discrete policy change causing a specific outcome (e.g., increased arrests). The robust research on similar policies with larger sample sizes—including from Los Angeles itself—should inform the Council.



**Ultimately, more pretrial detention will not benefit public safety, nor justice.**

Research demonstrates that just 24 hours in jail increases the likelihood that someone will be arrested again because of the destabilizing effect of detention and the resulting loss of jobs, housing, and community ties.

In addition to building safety, PARP serves justice. Only those who cannot pay experience the harms of pretrial detention, from the horrors of jail to housing instability or homelessness. The PARP policy ensures that a person's wealth does not determine whether they are free or in jail.

By following the research on public safety and policies like PARP, we have an opportunity to spare many people the harmful destabilization of pretrial incarceration and spare Angelenos the results of such destabilization. Gardena's City Council should speak out in support of the Superior Court's new bail policy, educate the public about its public safety benefits, and encourage the court to monitor and share data analysis on implementation at regular intervals.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Simonich". The signature is fluid and cursive, with a large initial "C" and a stylized "Simonich".

**Claire Simonich**  
Initiative Associate Director  
Vera California




# Community Development Department

1700 West 162<sup>nd</sup> Street Gardena, California 90247-3732

## OFFICE MEMORANDUM

**TO:** Honorable Mayor Cerda and City Council Members

**FROM:** Greg S. Tsujiuchi, Director of Community Development 

**DATE:** November 8, 2023

**SUBJECT:** Continuation of Public Hearing Adoption of Fees Relating to Home Sharing

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This item regarding the consideration of adoption of fees relating to home sharing permits is continued to a future meeting date.



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 14.A  
Section: DEPARTMENTAL  
ITEMS - ELECTED & CITY  
MANAGER'S OFFICES  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Discuss and Consider Changing Council Meeting Start Time

**COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Discuss and provide staff with direction.**

**RECOMMENDATION AND STAFF SUMMARY:**

During the October 24, 2023, City Council meeting, a directive was given to staff by Councilwoman Love and seconded by Councilmember Francis for the council to discuss and consider changing the Council Meeting start time. Currently, closed session meetings commence at 7:00 p.m. and regular council meetings at 7:30 pm.

Government Code 54954 requires cities to provide, "by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business" of the city council, the "time and place for holding regular meetings". Gardena Municipal Code Section 2.04.020(a) provides that "Regular meetings of the council shall be held in the council chambers on the second and fourth Tuesdays of each month at such time as established by resolution of the city council". Thus, should the Council desire to change the start time of the council meetings, please provide staff with direction to prepare a resolution, which will be placed for council consideration at a subsequent meeting.

**FINANCIAL IMPACT/COST:**

N/A

**ATTACHMENTS:**

APPROVED:

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Clint Osorio, City Manager



# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 14.B  
Section: DEPARTMENTAL  
ITEMS - ELECTED & CITY  
MANAGER'S OFFICES  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Discussion of Amending Section 2.04.170 of the Gardena Municipal Code Pertaining to City Council Compensation in Light of Senate Bill 329

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Discuss and provide staff with direction.**

#### **RECOMMENDATION AND STAFF SUMMARY:**

State law regulates maximum compensation for councilmembers and when those adjustments can become effective. The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation. On June 29, 2023, Governor Gavin Newsom signed into law Senate Bill 329 ("SB 329"). The bill allows cities a one-time chance to "reset" city council salaries to take into account inflation, the work done by local government officials, and the need to ensure that people are not discouraged from seeking city office due to the low pay and high demands of that office.

State Senator Dodd (who is the author of SB 329) wrote in introduction this bill:

City Councilmembers have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. It's time those amounts caught up to the present economic reality, especially with the rapid increase in inflation we've seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent and I believe raising their compensation is an important step to achieving that equitable outcome.

The City of Gardena City Council last voted for a Council salary adjustment in 2002. Gardena Municipal Code 2.04.170 sets salaries for City Council Members, including the Mayor at \$650 per month. In accordance with Government Code 36516.1, GMC 2.04.170 also provides the Mayor additional compensation in the amount of \$300 per month. Gardena City Council

salaries have not changed since 2002 (21 years).

SB 329 increased the maximum amount of salary, based upon the population of the city that may be approved by an ordinance passed by the City Council. The new salary amount for City Council Members in Gardena and all other cities of 50,000 to 75,000 population could be \$1,600 per month.

The increased limits may be applied any time after January 1, 2024. However, Government Code 36516.5 provides that changes in council compensation do not apply during the term of a councilmember's term of office. Any council salary increase may only take effect when at least one council member begins a new term. Accordingly, should the Council adopt an ordinance to increase the salary, such new salary will not take effect until after the March 2024 election.

For purposes of calculating salary under Government Code 36516, no salary ordinance may be enacted or amended to provide automatic future salary increases. Government Code 36516 also provides that unless specifically authorized by state law, a city council may not enact an ordinance to pay itself more money for serving on other boards and commissions. Moreover, under section 36516, retirement, health and welfare, federal social security, and reimbursement for actual and necessary expenses are not included in the calculation of salary.

SB 329 does not affect Government Code 36516.1, which allows the Council to approve additional compensation for an elected Mayor. There is no set maximum amount for the Mayor's compensation, per Government Code 36516.1. The City Council has the authority to adjust the Mayor's compensation at their discretion at any time.

In light of changes in State law (i.e., SB 329), this matter is being brought to the City Council for discussion and direction. Should the Council desire to amend Section 2.04.170 of the Gardena Municipal Code pertaining to City Council compensation in light of Senate Bill 329, please provide staff with direction to prepare an Ordinance for introduction, which will be placed for council consideration at a subsequent meeting.

**FINANCIAL IMPACT/COST:**

N/A

**ATTACHMENTS:**

APPROVED:



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Clint Osorio, City Manager





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 14.C  
Section: DEPARTMENTAL  
ITEMS - ELECTED & CITY  
MANAGER'S OFFICES  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: ORDINANCE NO. 1859, Amending Section 2.66.090 (Compensation) of Chapter 2.66 (Gardena Economic Business Advisory Commission) and Section 2.68.110 (Compensation) of Chapter 2.68 (Gardena Beautification Commission) of Title 2 (Administration and Personnel) of the Gardena Municipal Code; and

RESOLUTION NO. 6646, Amending Resolution No. 4868 by Adding Subsections (E) and (F) to Section 1 of Said Resolution Relating to the Compensation of Members of the Gardena Economic Business Advisory Commission and Gardena Beautification Commission

#### **COUNCIL ACTION REQUIRED:**

**Staff recommendation: Introduce Ordinance No. 1859 and Adopt Resolution No. 6646**

#### **RECOMMENDATION AND STAFF SUMMARY:**

During the October 10, 2023, City Council meeting, a directive was given to staff by Councilwoman Francis and seconded by Councilmember Love for staff to prepare an Ordinance to allow for the Gardena Economic Business Advisory Commission (GEBAC) and Gardena Beautification Commission to receive compensation similar to other City Commissions.

Currently, members of the Human Services, Recreation and Parks, and Senior Citizens Commissions as well as Rent Mediation Board are compensated \$50.00 per month, if in attendance at their regularly scheduled monthly meeting. Members of the Youth Commission are compensated \$25.00 per month if in attendance at their regularly scheduled monthly meeting and members of the Planning Commission are compensated \$50.00 per regularly scheduled meeting attended. Members of all the previously mentioned Commissions/Boards may also be reimbursed for any reasonable and necessary expenses incurred by them in their performance of Commission duties, provided such expenses have been authorized in the City Council's adopted budget.

As it pertains to GEBAC, proposed Ordinance No. 1859 amends the Gardena Municipal Code to allow for members of GEBAC to be compensated in an amount established by resolution of the council. Resolution No. 6646 would establish that members of GEBAC are compensated \$50.00 per month, if in attendance at their regularly scheduled monthly meeting. GEBAC members may also be reimbursed for any reasonable and necessary expenses incurred by them in their performance of Commission duties, provided such expenses have been



authorized in the City Council's adopted budget.

With regards to Gardena Beautification Commission, proposed Ordinance No. 1859 amends the Gardena Municipal Code to allow for members of Gardena Beautification Commission, with the exception of any member of the Gardena City Council, to be compensated in an amount established by resolution of the council. Pursuant to Government Code Section 36516 unless specifically authorized by state law, a city council may not enact an ordinance to pay itself a salary for serving on other boards and commissions. Because there is no state law that allows for the Gardena City Council to pay itself to serve on the Gardena Beautification Commission, no compensation may be received by any councilmember that is a member of the Gardena Beautification Commission. Resolution No. 6646 would establish that members of the Gardena Beautification Commission are compensated \$50.00 per month, if in attendance at their regularly scheduled monthly meeting, with the exception of any member of the Gardena City Council. Gardena Beautification Commission members may also be reimbursed for any reasonable and necessary expenses incurred by them in their performance of Commission duties, provided such expenses have been authorized in the City Council's adopted budget.

Finally, Resolution No. 6646 would not take effect until Ordinance No. 1859 takes effect.

**FINANCIAL IMPACT/COST:**

Gardena Economic Business Advisory Commission: \$3,300 per year from General Fund.

Gardena Beautification Commission: \$4,800 per year from General Fund.

**ATTACHMENTS:**

[ORDINANCE No. 1859.rtf.pdf](#)

[RESOLUTION\\_No.\\_6646.rtf.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

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Clint Osorio, City Manager

## ORDINANCE NO. 1859

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING SECTION 2.66.090 (COMPENSATION) OF CHAPTER 2.66 (GARDENA ECONOMIC BUSINESS ADVISORY COMMISSION) AND SECTION 2.68.110 (COMPENSATION) OF CHAPTER 2.68 (GARDENA BEAUTIFICATION COMMISSION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE GARDENA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

SECTION 1. Section 2.66.90 of the Gardena Municipal Code is amended to read, as follows:

#### **2.66.090 Compensation.**

The members of the Gardena Economic Business Advisory Commission shall be compensated in an amount established by resolution of the council. ~~Members of the GEBAC shall receive no compensation. However, the members shall be reimbursed for any expense incurred in the performance of their duties.~~

SECTION 2. Section 2.68.110 of the Gardena Municipal Code is amended to read, as follows:

#### **2.68.110 Compensation.**

The members of the Gardena Beautification Commission shall be compensated in an amount established by resolution of the council; however, no member of the Gardena City Council shall be compensated for serving on the Gardena Beautification Commission. ~~Members of the Gardena beautification commission shall receive no compensation. However, the members shall be reimbursed for any expense incurred in the performance of their duties.~~

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

ORDINANCE NO. 1859

SECTION 4. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 5. Effective Date. This ordinance shall not become effective or be in force until thirty (30) days from and after the date of its adoption.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

**RESOLUTION NO. 6646**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING RESOLUTION NO. 4868 BY ADDING SUBSECTIONS (E) AND (F) TO SECTION 1 OF SAID RESOLUTION RELATING TO THE COMPENSATION OF MEMBERS OF THE GARDENA ECONOMIC BUSINESS ADVISORY COMMISSION AND GARDENA BEAUTIFICATION COMMISSION.**

THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. Subsection (E) is hereby added to Section 1 of Resolution No. 4868:

(E) Members of the Gardena Economic Business Advisory Commission shall be compensated in the amount of Fifty Dollars (\$50.00) per month, if in attendance at the regularly scheduled monthly meeting. Members may also be reimbursed for any reasonable and necessary expenses incurred by them in their performance of Commission duties, provided such expenses have been authorized in the City Council's adopted budget.

SECTION 2. Subsection (F) is hereby added to Section 1 of Resolution No. 4868:

(F) Members of the Gardena Beautification Commission shall be compensated in the amount of Fifty Dollars (\$50.00) per month, if in attendance at the regularly scheduled monthly meeting; however, no member of the Gardena City Council shall be compensated for serving on the Gardena Beautification Commission. Members may also be reimbursed for any reasonable and necessary expenses incurred by them in their performance of Commission duties, provided such expenses have been authorized in the City Council's adopted budget.

SECTION 3. This Resolution shall take effect concurrently with Ordinance No. 1859.

RESOLUTION NO. 6646

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney



# ***City of Gardena***

## ***Gardena City Council Meeting***

### ***AGENDA REPORT SUMMARY***

Agenda Item No. 16.A  
Section: DEPARTMENTAL  
ITEMS - PUBLIC WORKS  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve a Construction Contract Change Order to Ruiz Concrete and Paving, Inc., in the amount of \$11,062.50 for the Traffic Detour and Temporary Pavement for UPRR Improvements Phase of the Artesia Boulevard Arterial Improvement Project from Western Avenue to Vermont Avenue, JN 935

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approved Contract Change Order to Ruiz Concrete and Paving, Inc.**

#### **RECOMMENDATION AND STAFF SUMMARY:**

In April 2022, the City Council of Gardena approved an agreement with Union Pacific (UP) to improve the railroad crossing along Artesia Boulevard, which is located just west of Normandie Avenue. As part of the implementation of the rail project, in January 2023 the City Council approved a contract with Ruiz Concrete and Paving, Inc. (RCPI) to implement a traffic detour plan during the rehabilitation work and to pave the adjacent roadway to allow for a transition to the modified railroad tracks.

The start of construction was delayed due to UP's lack of manpower and late delivery of materials. The project eventually began on September 29, 2023, however UP still had insufficient resources on-site to remove and disposed of excavated pavement and railroad materials. UP also raised the new railroad tracks 2 to 5 inches higher than the old tracks. Because of these issues, the City-hired contractor, RCPI, was directed by City staff to expeditiously haul and dispose excavated materials. RCPI also had to pave higher and further to make the transition between the road and tracks smoother, resulting in additional asphalt materials and equipment. The work was completed, and Artesia Boulevard was opened before the end of the projected 55-hour window.

To compensate the contractor for these changes, staff recommends that the City Council approve the Contract Change Order to Ruiz Concrete and Paving, Inc., pertaining to the extra work performed in the amount of \$11,062.50 for the Artesia Boulevard Arterial Improvement

Project, Traffic Detour and Temporary Pavement Phase, JN 935.

Associated with the work performed by RCPI is the work performed by UP and its contractors. The City's agreement with UP requires the City to pay for half of these costs, which is \$119,681. However, the final invoice to the City for this work is only \$45,047.53 which is a reduction of \$74,633.47 from the agreement. A portion of these savings is due to the work that Ruiz performed in lieu of UP performing the work. Even with the change order to Ruiz of \$11,062.50, the combined construction cost for the project is \$63,570.97 under budget.

**FINANCIAL IMPACT/COST:**

**Source of Funds**

Project Budget: \$2,523,000 (Measure R Highway) and \$1,650,000 (Prop C).

Original Construction Contract Amount \$180,100.00

Requested Contract Change Order Amount \$11,062.50

No impact on General Funds as the extra payment will be paid through Measure R Hwy funds that have been appropriated to the project by MTA.

**ATTACHMENTS:**

[JN 935 Contract Change Order 01.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

---

Clint Osorio, City Manager





## CONTRACT CHANGE ORDER

Department of Public Works  
City of Gardena  
1717 W. 162<sup>nd</sup> Street  
Gardena, CA 90247

Contractor: Ruiz Concrete and Paving, Inc.

Date: November 14, 2023

Order No.: 1

Project No.: JN 935

Project Title: Artesia Blvd. Arterial Improvement Project from Western Ave. to Vermont Ave. - Traffic Detour & Temporary Pavement for UPRR Improvement Phase.

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file at the office of the Director of Public Works/City Engineer.

You are hereby directed to make the herein-described changes to the plans and specifications.

Note: This change order is not effective until approved by the City, or until authorized by the Public Works Director.

### Description of Change(s):

1. Additional Hauling (13 truckloads) and Disposal of Railroad and Pavement Materials from Union Pacific demolition of existing Railroad tracks  
Cost : \$ 6,682.50
2. Additional 25 tons of Paving due to elevated railroad.  
Cost : \$ 4,380.00

Total Additional Cost : \$ 11,062.50

### Reason for Change(s):

Work performed was due to Union Pacific's inability to perform work and additional work to make the railroad approach as smooth as possible.

TOTAL CHANGE TO CONTRACT PRICE .....	\$ 11,062.50
ORIGINAL CONTRACT TOTAL .....	\$ 180,100.00
REVISED CONTRACT TOTAL .....	\$ 191,162.50
CHANGE TO CONTRACT TIME .....	0
REVISED CONTRACT COMPLETION .....	N/A

This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, profit, any and all indirect costs, and time adjustment to perform the above-described change. All other costs are non-compensable.

Prepared: 11/7 2023

William Mendoza, Civil Engineer

Submitted: 11/7/23 2023

Kevin Kwak, Assistant Director of Public Works

Accepted: 11/7/23 2023

Aldo Ruiz, Ruiz Concrete and Paving, Inc.

Authorized: 11/7 2023

Allan Rigg, Director of Public Works



# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 18.A  
Section: DEPARTMENTAL  
ITEMS - TRANSPORTATION  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Amend Purchase of Zero-Emission Buses to Include Purchase of Zero-Emission Bus Chargers a Revised Total of \$9,134,691, and an Overall Program Total of \$10,048,161.

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Amendment to Purchase**

#### **RECOMMENDATION AND STAFF SUMMARY:**

In March of 2022, City Council approved the purchase of seven zero-emission, battery electric buses from Gillig, using the Washington State Transit Bus Cooperative. Council approve the purchase of seven (7), 40-foot Zero-Emission Battery Electric Buses for \$7,740,208 and authorized a program total of \$8,514,229, which included a 10 percent contingency. The buses are scheduled to arrive in early 2024.

Since that time, GTrans has been evaluating manufacturers of plug-in, depot charging equipment. These chargers will be installed in the GTrans yard, and will become part of the overall electric charging, solar and battery storage project that is currently in the design phase. After thorough research and discussions with other transit agencies already using electric bus chargers, GTrans has selected the ABB 150kW (HVC-150) plug-in chargers, which are also available through the Washington State Transit Bus Cooperative from Gillig. The FTA encourages grant recipients to procure goods and services jointly with other recipients or participate in purchasing cooperatives to obtain better pricing through volume purchases. This is not a re-approval of the seven battery-electric buses, but rather an approval to add seven chargers to the existing battery-electric bus contract, which will change the overall program total.

Inclusive of all accessories, warranty, software subscription, spare parts, training, freight, and sales tax, each charger would cost \$199,212 under this cooperative purchasing agreement. The sixty-month warranty will begin no later than six months from the delivery of chargers. All seven chargers in total would be \$1,394,483, and this would need to be added to that of the seven Gillig battery-electric buses previously authorized by City Council in 2022. The new and revised total for the overall purchase of electric buses **and** charging equipment is \$9,134,691. Included in the original Council authorization was a 10 percent contingency to account for any unforeseen changes, only to be approved in advance by GTrans staff. With an updated total,

the revised 10 percent contingency authorization is \$913,470, for a new program total of \$10,048,161.

Description	Extended Price
7 Gillig battery-electric buses (Approved in 2022)	\$ 7,740,208
New addition of 7 bus chargers	\$ 1,394,483
10% contingency	\$ 913,470
<b>Grand Total</b>	<b>\$ 10,048,161</b>

Therefore staff recommends that Council authorize GTrans to amend its current order with Gillig to include the purchase of seven ABB chargers, associated dispensers and related equipment, warranty, and spare parts for a new total of \$9,134,691, and a program total of \$10,048,161, which includes a 10 percent contingency. Staff also recommends authorizing the City Manager, or his designee to sign any subsequent documents required by the purchase.

**FINANCIAL IMPACT/COST:**

GTrans has federal, state and local capital funds available and designated for the purchase of the vehicles and chargers, and included in FY24 capital budget previously approved by the City Council. There is no impact to the General Fund.

**ATTACHMENTS:**

[WA DES Cooperative Purchasing Agreement for Transit Buses No. 06719 with City of Gardena.pdf](#)

[HVC-C\\_Depot-Charger\\_UL\\_Data-Sheet\\_F.pdf](#)

[Council Approval of Purchase of 7 Gillig Buses 3\\_22\\_2022.pdf](#)

APPROVED:



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Clint Osorio, City Manager





# Washington State DEPARTMENT OF ENTERPRISE SERVICES

## COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

CONTRACT No. 06719

This Cooperative Purchasing Agreement for Transit Buses ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the City of Gardena, ("Authorized Purchasing Entity") and is dated and effective as of November 14, 2023.

### RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish procurement solutions, including statewide contracts ("Contract"), for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized "to participate in, sponsor, conduct, or administer a cooperative purchasing agreement." See RCW 39.26.060(1).
- C. Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington's procurement laws for goods/services. See RCW 39.26. The procurement and resulting Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).

- E. The above-referenced Contract was designed to and meets Federal Transit Administration ("FTA") requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits pertaining to the procurement or award of the Contract.
- G. Enterprise Services maintains procurement and contract records pertaining to the Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Contract consistent with the terms thereof and the terms and conditions set forth herein.

### A G R E E M E N T

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Contract.
2. **AUTHORIZATION TO UTILIZE THE CONTRACT.** Consistent with the terms and conditions of the Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Contract is an appropriate procurement solution for Purchasing Entity.
3. **CONTRACTOR CONSENT.** Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Contract.
4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.



5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Contract. Any purchases outside of the scope of the Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor in obtaining and reporting to Enterprise Services accurate purchases under the Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

(a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	City of Gardena GTrans
Attn: Bus Purchases	Attn: Dana Pynn
Department of Enterprise Services	Assistant Director of Transportation
PO Box 41411	City of Gardena GTrans
Olympia, WA 98504-1411	13999 S. Western Avenue, Gardena, CA 90249
Email: buspurchases@des.wa.gov	Tel: (310) 965-8811
	Email: dpynn@gardenabus.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

(b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	City of Gardena
Tax Identification Number	95-6000713
State Business Identification Number (Required for Non-Profit entities)	N/A
Contact Name for Contract Administrator	Dana Pynn
Title	Assistant Director of Transportation
Address	1700 West 162 <sup>nd</sup> Street
City, State, Zip	Gardena, CA 90247
Phone Number	(310) 965-8811
Email Address	dpynn@gardenabus.com

7. COMMUNICATION. In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.

8. **CONTRACTOR DISPUTES.** Purchasing Entity is responsible for resolving any disputes between itself and the applicable Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.
9. **NO LIABILITY.** Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Contract.
10. **TAXES/FEES.** Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.
11. **SCOPE OF PARTICIPATION.** Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Contract.

Category	Estimated Purchases
Heavy Duty	7
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

12. **APPROVAL PROCESS.** Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. **GENERAL PROVISIONS**

- (a) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.
- (b) **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
- (c) **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been



fully authorized and approved, and that no further approvals or consents are required to bind such party.

- (d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- (e) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.

**TRANSIT BUSES COOPERATIVE**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

**AUTHORIZED PURCHASING ENTITY**  
**CITY OF GARDENA**  
**GTRANS**

By: \_\_\_\_\_

Name: Rebecca Linville

Title: Assistant Director

By: \_\_\_\_\_

Name: Tasha Cerda

Title: Mayor

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: Carmen Vasquez

Title: City Attorney

Return this Agreement to Enterprise Services at:  
buspurchases@des.wa.gov



March 14, 2022

Mr. Ernie Crespo  
Director of Transportation  
GTrans  
13999 S. Western Ave.  
Gardena, CA 90249

Dear Mr. Crespo,

Thank you for your interest to purchase SEVEN (7) 40' Low Floor Plus Battery Electric Buses through the State of Washington RFP#2020 06719-01.

Attached you will find the State of Washington RFP price tabulation that would pertain to the GTrans order. GILLIG is pleased to quote the following:

**SEVEN (7) 40'X102" LOW FLOOR BATTERY ELECTRIC BUSES \$1,105,743.96 EA**

This price is valid for 30 days. Prices exclude registration and license fees but does include CA Sales Tax (10.25% adjusted to 6.3125%). The production of your buses can be scheduled within 18-20 months from receipt of purchase order. To maintain this production schedule, we will require a firm purchase order within 30 days.

We thank you for this opportunity and appreciate your interest in GILLIG and our products. We certainly look forward to working with GTrans and in so doing, building our long-term partnership. Should you have any questions, please do not hesitate to contact me.

Sincerely,

***Sean Solis***

Sean Solis  
Regional Sales Manager

cc: William F. Fay, Jr.  
Javier Hernandez, Jr.

## PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
EXTERIOR STYLING PACKAGE	LOW FLOOR PLUS	LOW FLOOR PLUS	-
CUMMINS EV TRACTION MOTOR, INVERTERS & POWER MANAGEMENT SYSTEMS	INCLUDED	REQUIRED	-
ESS ENERGY STORAGE SYSTEM WITH 6 BATTERY PACKS	INCLUDED	REQUIRED W/ 7TH BATTERY PACK	47,886.00
DEPOT PLUG-IN CHARGING PORT PER SAE J1772	(1) CCS TYPE 1 CONNECTOR (REAR - CURBSIDE)	(2) CCS TYPE 1 CONNECTOR (FRONT - STREETSIDE & REAR - CURBSIDE)	6,850.00
COOLANT FILTER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
BRAKES	DISC BRAKES	DISC BRAKES	-
BRAKE VALVE	BENDIX E-8	BENDIX E-10	114.00
AXLE HUB SEALS	FRONT & REAR - GREASE SEALS	FRONT & REAR - GREASE SEALS	-
MERITOR FRONT & REAR AXLES	INCLUDED	REQUIRED	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
ELECTRONIC STABILITY CONTROL	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) FULL POLISHED ALUMINUM WHEELS	(6) FULL POLISHED ALUMINUM WHEELS	-
DURAFLANGE WHEELS	NOT INCLUDED	NOT AVAILABLE	-
TIRES	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	REQUIRED	2,494.00
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
ONSPOT DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	NOT INCLUDED	NOT REQUIRED	-
FUEL MANAGEMENT SYSTEM	NOT INCLUDED	NOT REQUIRED	-
OIL PRESURE & COOLANT TEMP GAUGES IN ENGINE COMPT	ELECTRIC PROGRAMMABLE GAUGE	ELECTRIC PROGRAMMABLE GAUGE	-
ELECTRIC HYDRAULIC PUMP	INCLUDED	REQUIRED	-
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	REQUIRED	183.00
AD-IP AIR DRYER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR SKIRT PANELS & ACCESS DOORS W/ KEYED LOCKS TO MATCH DRIVERS STORAGE BOX (WILL NOT INCLUDE ANY ACCESS DOOR THAT CAN NOT BE LOCKED IN CASE OF AN EMERGENCY)	NOT INCLUDED	REQUIRED (BUDGETARY ONLY)	500.00
LEVEL 2 INSULATION	INCLUDED	REQUIRED	-
BATTERY TYPE	(2) ODYSSEY AGM GROUP 31	(2) INTERSTATE AGM GROUP 31	135.00
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	INCLUDED (FRONT CONNECTION)	(45.00)



## PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18 (W/ REMOTE STANCHION MOUNTED CONTROLS AT FRONT DOOR)	850.00
TK ELECTRIC HVAC SYSTEM TE18	INCLUDED	REQUIRED	-
REFRIGERANT	R407C	R407C	-
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
20% OUTSIDE AIR & FILTER	NOT INCLUDED	NOT REQUIRED	-
EBUS COLD WEATHER PACKAGE W/ DIESEL & ELECTRIC FIRED AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT THRESHOLD HEATER	NOT INCLUDED	NOT REQUIRED	-
STREETSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
REAR CURBSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	NOT REQUIRED	-
SENSITIVE EDGE	NOT INCLUDED	REQUIRED (BOTH DOORS)	675.00
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" ELECTRIC OPEN/CLOSE	-
DOOR CONTROLS (FRONT & REAR)	AIR-FULL DRIVER CONTROL	ELECTRIC-FULL DRIVER CONTROL	4,012.00
VAPOR CLASS (PHOTO SENSOR)	NOT INCLUDED	REQUIRED	3,292.00
VAPOR DIGITAL DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	REQUIRED	162.00
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-
ELECTRICAL EQUIPMENT STORAGE BOX LIGHTING	NOT INCLUDED	NOT REQUIRED	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	REQUIRED	505.00
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	OBIC 19/21 4PW 2L	385.00
DISPLAY/SCHEDULE HOLDER	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M, Q'STRAIT RESTRAINTS	USSC ARIES W/ 2 Q'PODS & DRAIN HOLES (PER GTRANS SPECS)	21,664.00
DUAL USB PORTS MOUNTED ON PASSENGER SEATS	NOT INCLUDED	REQUIRED - (19) PORTS	2,992.00
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 3-PT ORANGE BELT	263.00
SEAT BELT CLIP (COMFORT CLIP ADJUSTER)	NOT INCLUDED	REQUIRED	25.00
SEAT BELT EXTENSION	NOT INCLUDED	NOT REQUIRED	-
SEAT BELT ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT CUSHION ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT ARMREST	NOT INCLUDED	REQUIRED - EACH SIDE	338.00
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-

## PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	NOT INCLUDED	INCLUDED WITH MFD II	-
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	AROW GUARD W/ EXTENDED GLASS	5,240.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	REQUIRED W/ CLEAR PLEXIGLASS UPPER PANEL	350.00
OVERHEAD GRAB STRAPS	NOT INCLUDED	(10) REQUIRED - 2-PC NYLON W/ COLLARS (BUDGETARY ONLY)	500.00
STANCHIONS	YELLOW POWDER COATED	SSTL	-
PASSENGER WINDOWS	AROW STD FRAME / UPPER TRANSOM	AROW BONDED FRAME / UPPER TRANSOM	4,486.00
HEADLAMPS	LED LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	-
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	4" ROUND DIALIGHT LED	-
REAR CAP AUX STOP LAMPS	(2) 4" RED LED LAMPS	(2) 4" RED LED LAMPS	-
REAR CAP MOUNTED YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PORCH LAMPS	NOT INCLUDED	REQUIRED (FRONT & REAR)	350.00
EXTERIOR AUX CURB TURN LAMPS TO ILLUMINATE FRONT & REAR DOOR AREAS	NOT INCLUDED	REQUIRED (BUDGETARY ONLY)	500.00
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	NOT INCLUDED	NOT REQUIRED	-
12V BATTERY SUPPLY SOCKET	NOT INCLUDED	NOT REQUIRED	-
PA SYSTEM/VOICE ANNUNCIATOR	STD REI	HANOVER HTC-AVA PUBLIC ANNOUNCEMENT SYSTEM W/ MONITOR & (2) INTERIOR LED SIGNS	12,441.00
INSIDE SPEAKERS	(6) SIX	(6) SIX	-
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
BOOM MIC	INCLUDED	REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS	TWIN VISION AMBER (FRONT, CS & REAR RUN SIGN)	HANOVER WHITE (FRONT, CS & REAR RUN SIGN)	3,020.00
FRONT RUN SIGN	NOT INCLUDED	HANOVER WHITE	1,027.00
REAR VIEW CAMERA	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	PRE-WIRE ONLY	-
FAREBOX GUARD	INCLUDED	INCLUDED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FULL COMPOSITE FLOOR	INCLUDED	REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
INTERIOR TRIM	VINYL	VINYL	-
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	-
EXTERIOR MIRRORS - STREETSIDE	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 8" 2-PC LOW MOUNT & CONVEX, NON-HEATED WITH REMOTE	82.00
EXTERIOR MIRRORS - CURBSIDE	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 8" 2-PC, LOW MOUNT & CONVEX NON-HEATED WITH REMOTE	82.00



## PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
TURN SIGNAL INDICATOR ON MIRROR HEAD	NOT INCLUDED	REQUIRED - STREETSIDE & CURBSIDE	250.00
FIRE SUPPRESSION WITHOUT ESS SUPPRESSION	AMEREX V-25 W/24 HR BATTERY	AMEREX V-25 W/24 HR BATTERY	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	OPTICOM SYSTEM (BUDGETARY ONLY)	5,500.00
VIDEO SURVEILLANCE	NOT INCLUDED	APOLLO CAMERA SYSTEM W/ DRIVERS AREA MONITOR (BUDGETARY ONLY)	17,500.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	BYK RACK 3-POSITION BLACK POWDER COATED	2,548.00
BIKE RACK AD FRAME	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	REQUIRED	200.00
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
ELECTRONIC MFD MULTI FUNCTION DASH DISPLAY (MFD II)	INCLUDED	REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	NOT REQUIRED	-
WEB CUTTER	NOT INCLUDED	NOT REQUIRED	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	CLEVER DEVICES FULL INSTALL (GTRANS SPECS) (BUDGETARY ONLY)	40,000.00
AUTOMATIC PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	REQUIRED	1,130.00
MISC INTERIOR & EXTERIOR DECALS	NOT INCLUDED	REQUIRED	750.00
EXTERIOR PAINT	1-COLOR	5-COLORS	8,600.00
CLEAR COAT	NOT INCLUDED	REQUIRED	2,250.00
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	GARDENA, CA CUSTOM EBUS GRAPHICS (BUDGETARY ONLY)	5,000.00
ROOF NUMBERS	INCLUDED	REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	24 MONTHS / 100,000 MILES	-
EXT WARRANTY (BODY STRUCTURAL)	36 MONTHS / 150,000 MILES	36 MONTHS / 150,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (WATER LEAKS)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
WARRANTY - ESS (BATTERIES)	72 MONTHS / 300,000 MILES	72 MONTHS / 300,000 MILES	-
WARRANTY - (TRACTION MOTOR)	36 MONTHS / 100,000 MILES	36 MONTHS / 100,000 MILES	-
WARRANTY - (HVAC TK ELECTRIC)	36 MONTHS / UNL MILES	36 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER WASHINGTON CONTRACT	BASE COVERAGE PER WASHINGTON CONTRACT	-

## PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
ADDITIONAL MANUALS & LAMINATED ELECTRICAL SCHEMATICS	NOT INCLUDED	REQUIRED (BUDGETARY ONLY)	3,500.00
TRAINING	NOT INCLUDED	EBUS MAINTENANCE 72 HOURS (\$15,000 / 7 = \$2,143 PER BUS)	2,143.00

TOTAL GARDENA, CA VARIANCES	210,997.00
STATE OF WASHINGTON, WA 40' LOW FLOOR PLUS ELECTRIC BASE UNIT PRICE (APRIL 2021)	813,044.00
DELIVERY	3,298.00
GARDENA, CA 40' LOW FLOOR PLUS ELECTRIC CURRENT PRICE (3/11/2022)	<u>1,027,339.00</u>

NON-TAXABLE ITEMS

NON-TAXABLE ADA EQUIPMENT	23,958.00
DELIVERY COST & TRAINING	5,441.00
GARDENA, CA NON-TAXABLE ITEMS	<u>29,399.00</u>

CURRENT BUS PRICE CALCULATIONS INCLUDING CA SALES TAX

CURRENT GARDENA, CA 40' LOW FLOOR UNIT PRICE (NON-TAXED)	1,027,339.00
GARDENA, CA NON-TAXABLE ITEMS	<u>(29,399.00)</u>
CURRENT GARDENA, CA 40' LOW FLOOR TAXABLE UNIT PRICE	997,940.00
CALIFORNIA SALES TAX - GARDENA, CA (10.25% ADJUSTED TO 6.3125% ZERO EMISSION)	62,994.96
GARDENA, CA NON-TAXABLE ITEMS	<u>29,399.00</u>
CURRENT GARDENA, CA 40' LOW FLOOR W/ DELIVERY & CA SALES TAX	1,090,333.96
SPARES & TOOLING BUDGET (1.5%)	15,410.00
GARDENA, CA 40' LOW FLOOR PLUS ELECTRIC UNIT PRICE, W/ CA SALES TAX (3/14/2022)	<u>1,105,743.96</u>

OPTIONS TO BE CONSIDERED NOT INCLUDED IN ABOVE PRICING

OBIC 19/21 4P 1T	385.00
OBIC 19/21 4P 2L	385.00
OBIC 19/21 4PW 1T	385.00

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.





## CHARGER EQUIPMENT

November 3, 2023

Dana Pynn  
Transit Administrative Officer  
City of Gardena GTrans  
13999 S. Western Avenue  
Gardena, CA 90249

**RE: Quote for ABB HVC-150 Charging Equipment for GILLIG Buses**

**NOTE: GILLIG assumes no responsibility related to the use of the MOEV network**

GILLIG is pleased to submit the following pricing for ABB equipment and associated services for use with your GILLIG Battery Electric buses. This pricing has been assembled in coordination with ABB and represents our proposed equipment options based on the scoping information you have provided to date.

Charging Equipment	Quantity	Unit Price	Total
<i>Hardware</i>			
ABB 150 kW (HVC-150) Plug-In Charger <ul style="list-style-type: none"><li>• OCPP 1.6 Compliant</li><li>• FTA Buy America Compliant</li></ul>	7	136,000	952,000
ABB Remote Plug-In Dispenser with 23' Cord and CCS1 Connector	14	Included	Included
HVC Dispenser Mounting Pedestal	14	3,000	42,000
HVC Dispenser Cable Management (requires Pedestal)	14	2,800	39,200
Spare Parts Set	1	39,800	39,800
<i>Warranty</i>			
ABB – 2 year Standard Warranty for Plug-In Chargers	7	Included	Included
HVC-150C Extended Warranty (5-year)	7	15,700	109,900
Remote Plug-In Dispenser Extended Warranty (5-year)	14	2,700	37,800
<i>Services</i>			
ABB Charger Connect & Operator Pro Software 2 Year Subscription	7	Included	Included
ABB Provided Plug-In Charger Commissioning (On Site Mobilization)	7	3,000	21,000
ABB Provided On-Site Training (On Site Mobilization, 8 hours)	1	15,400	15,400
Additional OCPP testing outside of commissioning stage (no travel, remote only)	1	10,900	10,900
<i>Freight Charge</i>	1	16,500	16,500
Total Hardware			\$1,073,000
Total Warranty			\$147,700
Total Services			\$47,300
Total Freight Charge			\$16,500
Estimated Sales Tax (Gardena, CA: 10.25%)			\$109,982.50
GRAND TOTAL			\$1,394,482.50

The availability of charging equipment may be affected by production lead times, completion of independent safety certifications, and design development. GILLIG does not guarantee the availability of charging equipment.

GILLIG makes no warranty of any kind whatsoever, expressed, or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement.

Payment to GILLIG is due upon shipment of the equipment described herein.

Quote is valid for 30 days unless extended by an authorized GILLIG representative.

Prepared By: Ryan Zulewski

451 Discovery Drive, Livermore, CA 94551 | [www.gillig.com](http://www.gillig.com) | 510.264.5000

#### 4.4 Recommended Spare Parts

HVC Spare Parts	Description	QTY
HVC	HVC; 50kW POWER MODULE; UL	1
HVC	HVC;CABINET;FAN;TOP MAIN FAN	1
HVC	HVC;CABINET;FILTER;AIR FILTER INLET KIT	2
HVC	HVC;CABINET;POWER SUPPLY;AC-DC;240W	1
HVC	HVC: Cabinet; 24VDC Power Supply	1
HVC	HVC; Fiber Converters Ethernet + CAN KIT	1
HVC	HVC;CABINET;SWITCH;DOOR SWITCH	1
HVC	HVC;CABINET;Main AC CONTACTOR	2
HVC	HVC;CABINET;HMI DISPLAY	1
HVC	HVC;CABINET;MIDDLE FAN	1
HVC	HVC IMI Board	2
HVC	HVC;EMC FILTER BOARD	1
HVC	HVC;WARNING LABEL ON CHARGER	1
HVC	HVC;CABLE TIES AND EDGE PROTECTION ON CHARGER	1
HVC	HVC;POWER SUPPLY BREAKER ON CHARGER;	1
HVC	HVC;TRAFO PROTECTION ON CHARGER	1
HVC	HVC;INPUT FUSE PROTECTION ON CHARGER	3
HVC	HVC POWER CABINET UL;Power Module BREAKER Kit ;3 POLE;C;125A;600VAC	1
HVC	HVC POWER CABINET UL; CABLE HARNESS; BREAKERS TO POWER MODULE	1
HVC	HVC POWER CABINET; FRONT DOOR HANDLE LATCH	1
HVC	HVC Fuse SPF003	10
HVC	HVC POWER CABINET;AIR FILTER OUT 740x490x12.7	2
HVC	HVC;AC SURGE ARRESTOR UL	1
HVC	HVC;RELAY;ELECTRONIC RESIDUAL CURRENT RELAY;12/24 Vdc;	1
HVC	HVC;ACS;CABINET;MEDIA CONVERTER HW/FW 22/112;ETHERNET + CAM;	1
HVC	HVC INSULATOR;PROTECTION BREAKER RETROFIT UL 757x315x185 FOIL LEXAN F2500;V2G	1
HVC	HVC RESISTOR INRUSH AC	3
HVC	HVC STANDOFF FOR AC AND DC PROTECTION PANEL	1
DCB	CP/DB/Tx4 CPI+Devollo Assembly	2
DCB	DCB Depot Box 24VDC Power Supply	1
DCB	DCB Depot Box DC Contactor	2
DCB	DCB LED light 3 colors UL	1
DCB	DCB Emergency stop button UL	1
DCB	DCB pilot device push button / Stop button	1
DCB	DCB cable CCS1 7.5m 200A 1KV UL	1
DCB	DCB Depot Box 120V Breaker MCB	1



# Electric Vehicle Infrastructure

## HVC Depot (UL) charging for electric fleets



—  
HVC Depot  
Boxes and power  
cabinets, lined up  
at a depot site.

### A practical solution for busy depots

ABB Heavy Vehicle Charger (HVC) products enable electric buses and trucks to charge at the depot ensuring flexibility and scale for every fleet operation that is transitioning to zero-emission transportation.

#### Key Benefits

- + Smart charging
- + Small infrastructure footprint at vehicle interface
- + Flexible design for roof and floor mounting
- + SAE J1772 CCS and OCPP 1.6 compliant
- + Remote diagnostics and management tools

### Sequential Charging

Improving total cost of ownership is easy using the sequential charging feature offered by ABB's depot chargers. This feature allows connection of up to three depot charge boxes with a single power cabinet and vehicles are charged sequentially over time. The system can follow an embedded, predefined charging process or remote triggers sent by a fleet management system via OCPP 1.6.

- Vehicles are charged with high power, maximizing vehicle availability
- The required grid connection is smaller, reducing upfront investments and operational costs
- The compact depot box is easy to install at sites with space constraints
- Optimal utilization of installed infrastructure meaning lower investments in charging equipment.

ABB HVC-C Depot charging systems offer a highly reliable, intelligent and cost-effective solution to charge large EV fleets such as buses, trucks and other commercial vehicles.

### Buy America

ABB can offer the HVC-C Depot Charging Solution with compliance to the Buy America Act Rule 49 CFR Part 661.5.

### Future-proof modular design

Power cabinets can be upgraded from 100 or 150 kW in the field, as well as add additional depot charge boxes, allowing operators to scale their operation and to spread investments over time.

### Safe and reliable operation

ABB fast chargers are designed to the highest international electrical, safety, and quality standards, and are certified by notified bodies - guaranteeing safe and reliable operation.

### Connectivity and remote services

ABB chargers come with an extensive suite of connectivity features including remote services such as monitoring, management, diagnostics and software upgrades. These advanced services provide equipment owners with powerful insights into their charging operations while enabling high uptime.

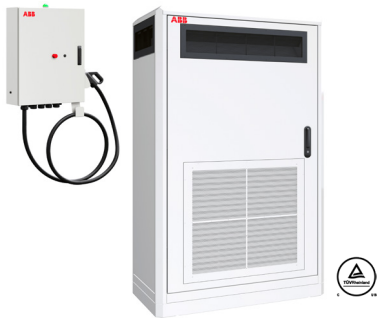
### ABB E-mobility is your experienced partner

ABB HVC products are based on a decade of high power experience in EV charging solutions. ABB has sold over 50,000 DC fast charging systems in more than 85 countries – and is the leading EV infrastructure technology supplier globally.

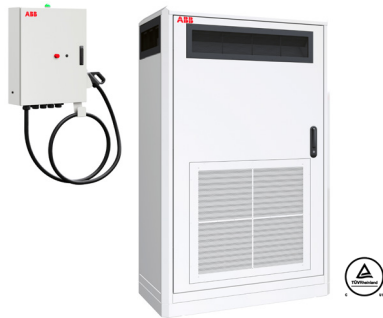
# Overnight charging 100 kW - 150 kW

Flexible choices for bus and fleet charging demands

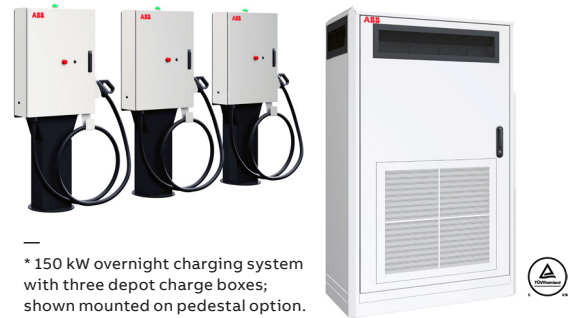
HVC 100C



HVC 150C



HVC 150C\*



\* 150 kW overnight charging system with three depot charge boxes; shown mounted on pedestal option.

## Technical specifications

Configurations		HVC 100C	HVC 150C
Maximum output power		100 kW	150 kW
AC Input voltage		UL: 3-phase, 480Y/277 VAC +/- 10% (60 Hz) CSA: 3-phase, 600Y/347 VAC +/-10% (60 Hz)	
AC Input connection		L1, L2, L3, GND (no neutral)	
Rated input power		117 kVA	170 kVA
Rated input current		UL: 132 A / CSA: 108 A	UL: 198 A / CSA: 168 A
Recommended upstream circuit breaker(s)		UL: 1 x 200 A / CSA: 1 x 150 A	UL: 1 x 250 A / CSA: 1 x 250 A
Output voltage range		150 – 850 VDC	
Maximum DC output current		166 A	200 A
Power Factor		≥ 0.97	
Current THD		IEEE 519 Compliant; <8%; option for 5%	
Short circuit current rating		25 kA; 65 kA optional	
Efficiency		95%	
Vehicle connection interface		CCS-1	
User interface		RGB beacon light system indicates: 1) Ready to charge; 2) Handshake; 3) Charging and 4) Error	
Cable length		3.5 m (11.5 ft) standard; 7 m (23 ft) optional	
DC connection standard		SAE J1772 - IEC 61851-23 / DIN 70121 - ISO 15118	
Environment		Indoor/Outdoor	
Operating temperature		Standard: -10 °C to +50 °C (de-rating characteristic applies) Optional: -35 °C to +50 °C	
Protection		Power Cabinet: IP54 – IK10 (equivalent to NEMA 3R) Depot Charge Box: IP65 - IK10	
Humidity		5% to 95%, non-condensing	
Altitude		2500 m (8200 ft)	
Network connection		GSM/3G modem   10/100 base-T Ethernet	
Communication		OCPP 1.6 Core and Smart Charging Profiles; Autocharge via OCPP	
Compliance and Safety		CSA No. 107.1-16 and UL 2202 certified by TUV; SAE J1772 - IEC 61851-23 / DIN 70121 - ISO 15118; BA Rule 49 CFR Part 661.5 (optional)	
Dimensions			
Power Cabinet	Dimensions (H x W x D)	2030 x 1170 x 770 mm / 79.9 x 46.1 x 30.3 in	
	Weight	1340 kg / 2954 lbs	
Depot Charge Box (without pedestal)	Dimensions (H x W x D)	800 x 600 x 210 mm / 31.5 x 23.6 x 8.3 in	
	Weight	61 kg / 134.5 lbs (with 7 m / 23 ft cable)	
Depot Charge Box (with pedestal)	Dimensions (H x W x D)	1914 x 600 x 400 mm / 75.4 x 23.6 x 16.3 in	
	Weight	181 kg / 398 lbs (with 7 m / 23 ft cable)	

### ABB E-mobility Inc.

950 W Elliott Road, Suite 101  
Tempe, AZ, 85284  
United States  
Phone: 800-435-7365  
E-mail: US-evci@abb.com

### ABB E-mobility Inc.

800 Hymus Boulevard  
Saint-Laurent, QC H4S 0B5  
Canada  
Phone: 800-435-7365  
E-mail: CA-evci@abb.com

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# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 17.A  
Section: DEPARTMENTAL  
ITEMS - TRANSPORTATION  
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Purchase of Seven (7), 40-foot Zero-Emission Battery Electric Buses for \$7,740,208 and Authorize Program Total of \$8,514,229

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Purchase and Program Total**

#### **RECOMMENDATION AND STAFF SUMMARY:**

Between FY2017-2023, GTrans will be replacing its entire fleet of 40-foot gasoline electric hybrid buses that have reached the end of their useful lives. In order to guide the timely replacement of aging buses, Staff developed a FY2017-2023 Fleet Replacement Plan approved by Council in February 2017. The plan dictated that GTrans would immediately pursue a combination of both CNG and zero emission buses for the near-term replacement of its fleet, with an eventual conversion of the entire fleet to zero emission by 2034. In accordance with the plan, GTrans deployed its first order of 18 Compressed Natural Gas (CNG) buses in 2021, is poised to purchase its next 14 CNG buses, and is now also ready to place the first order of new zero-emission, battery electric buses (ZEBs), which will replace existing 2010 gasoline hybrid electric buses.

GTrans currently operates six zero-emission battery electric buses: five are electric conversions and one is an early-model, traditional electric bus. After an evaluation by Staff regarding the available models from eligible ZEB manufacturers, GTrans has selected the Zero-Emission Bus from Gillig, manufactured in Livermore, CA.

GTrans is able to participate in a purchasing cooperative agreement with the Washington State Transit Bus Cooperative that will allow the purchase of seven ZEBs from Gillig, LLC. The FTA encourages grant recipients to procure goods and services jointly with other recipients or participate in purchasing cooperatives to obtain better pricing through volume purchases.

As with all new bus purchases, GTrans will incorporate the latest safety features and designs, including improved American with Disabilities Act (ADA) amenities and boarding ramps. New buses will provide a safer, cleaner operating environment for GTrans passengers and employees, improve fleet reliability, allow GTrans to remain in compliance with California Air Resources Board (CARB) and South Coast Air Quality Management District (SCAQMD)

regulations, and be on a path to fully transition to zero-emission in the future. The buses, which are anticipated to arrive in the late summer of 2023, will be deployed throughout our service area.

The buses will also require the purchase of plug-in charging equipment and dispensers. However, Staff is still evaluating equipment requirements from the various manufacturers available on the Washington State Bus Cooperative and will come back to Council at a later date with a recommendation.

Therefore Staff respectfully recommends that Council authorize the purchase of seven zero-emission buses from Gillig, which includes sales tax, training, spare parts, and delivery for a total price of \$7,740,208. GTrans is also requesting authorization for a 10 percent contingency of \$774,021 to account for any unforeseen changes, only to be approved in advance by GTrans staff for a not to exceed project total of \$8,514,228. And, to authorize the City Manager, or his designee to sign any subsequent documents required by the purchase.

**FINANCIAL IMPACT/COST:**

GTrans has federal, state, and local funding obligated in existing grants designated for this purchase. There is no impact to the General Fund.

**ATTACHMENTS:**

[Quote Letter GTrans BEB 20220314.pdf](#)

[Gardena CA \(7\) 40' Electric Buses off WA Contract - 3-14-22.pdf](#)

[Gillig Bus Model Specifications.pdf](#)

[WATransitBusCPA\\_GTrans FINAL.pdf](#)

APPROVED:



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Clint Osorio, City Manager





# **City of Gardena**

## **Gardena City Council Meeting**

### **AGENDA REPORT SUMMARY**

Agenda Item No. 18.B  
Section: DEPARTMENTAL  
ITEMS - TRANSPORTATION  
Meeting Date: November 14,  
2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Purchase of a Two-Year Service Level Agreement with ABB for Electric Bus Chargers for \$65,885 and a Project Total of \$72,474

#### **COUNCIL ACTION REQUIRED:**

**Staff Recommendation: Approve Purchase**

#### **RECOMMENDATION AND STAFF SUMMARY:**

In order to power its forthcoming and future electric buses, GTrans has purchased seven ABB HVC-150C – 150kW Plug-In Chargers from Gillig, through the purchasing cooperative agreement with the Washington State Transit Bus Cooperative. These chargers will be placed within the GTrans yard as part of the electrification, solar and battery storage project that is currently underway.

In order to properly maintain and repair any issues that might arise with these chargers once commissioned, GTrans wishes to contract with the original equipment manufacturer to ensure the cost-effective, long-term performance of the charging equipment through the effective maintenance and support of a Service Level Agreement. ABB would provide professional support services, warranty spares, and/or recommended spares as may be required in support of servicing the ABB eMobility charging equipment and systems. ABB will provide ABB personnel, and/or the designated authorized service technician or consultant representing ABB with appropriate training and expertise, to troubleshoot, support, repair or upgrade the ABB electric vehicle charging equipment.

The Service Level Agreement would run concurrently with the charging equipment warranty, but those programs would cover different aspects of service. The warranty will cover obligatory repairs of faulty parts or corrective maintenance, whereas the Service Level Agreement would cover all extra services outside of the warranty, including preventative maintenance. The standard warranty would allow agencies to submit repair tickets and wait in queue, whereas the Service Level Agreement will include a standard five-day response time but GTrans has opted to upgrade to a faster, three-day field service dispatch, which allows GTrans calls to receive a faster response.

Including the additional cost for faster three-day field service technician dispatch service, the Service Level Agreement for each charger is \$4,707 per year. The cost for seven chargers is

\$32,943 per year, and the total, two-year price is \$65,885. GTrans is requesting a contingency for this project of ten percent, or an additional \$6,589 to accommodate any unforeseen expenditures that may arise, such as non-warranty repairs. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management.

Therefore Staff respectfully recommends that Council authorize the purchase of a two-year Service Level Agreement with ABB for its electric bus chargers in the amount of \$65,885 and a project total of \$72,474, which includes a ten percent contingency.

**FINANCIAL IMPACT/COST:**

GTrans has local funds available and designated for the purchase of these vehicles, and included in FY24 budget previously approved by the City Council. Future funds for this contract will be included in subsequent budgets, presented to Council for approval. There is no impact to the General Fund.

**ATTACHMENTS:**

[City of Gardena Agreement with ABB.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

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Clint Osorio, City Manager

AGREEMENT BETWEEN  
THE CITY OF GARDENA  
AND  
ABB E-MOBILITY, INC.

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and ABB E-MOBILITY, INC.. ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of obtaining services to support ABB E-Mobility electric vehicle charging equipment.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.
- C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in Consultant's proposal, and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Rachel Yoo as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include and incorporate therein Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all

funds.

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers,

financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

16. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

17. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including



a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreements.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

19. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

20. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re- perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

21. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage

under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or

certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

22. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

23. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

24. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

25. Notices. Any notice or communication given under this Agreement shall be effective when

deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena – GTrans  
Attn: Rachel Yoo  
13999 S. Western Avenue  
Gardena, California 90249  
Email: ryoo@gardenabus.com

ABB E-Mobility, Inc.  
Attn: Kendell Whitehead  
305 Gregson Drive  
Cary, North Carolina 27511  
Email: kendell.l.whitehead@us.abb.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

26. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

27. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

28. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

30. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this

Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

32. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

33. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

34. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

(The Remainder of This Page is Intentionally Left Blank)  
(Signature Page Follows)

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By \_\_\_\_\_

Tasha Cerda

Mayor

Date \_\_\_\_\_

ACCEPTED: ABB E-MOBILITY, INC.

By Pat Hayes

Pat Hayes

VP Sales, Bus & Transit

Date 11/7/2023

ACCEPTED: ABB E-MOBILITY, INC.

By Bob Stojanovic

Bob Stojanovic

SVP ABB E-mobility Inc.

Date 11/7/2023

APPROVED AS TO FORM:

Carmen Vasquez

Carmen Vasquez

City Attorney



Let's write the future  
Together



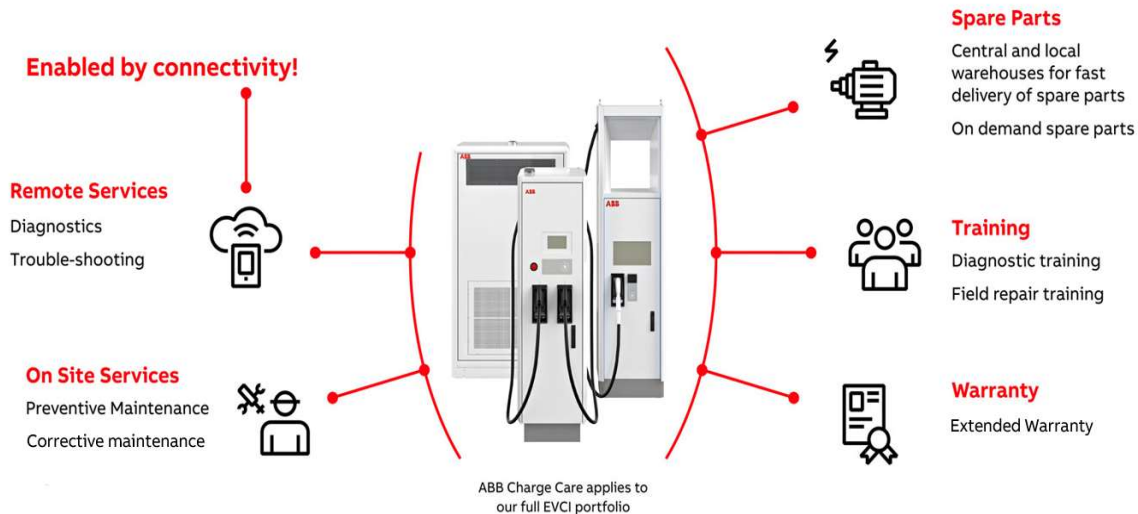
# EV Charging System Care Proposal

for

## City of Gardena GTrans

for their

## ABB HVC Chargers



Kendell Whitehead  
[kendell.wl.whitehead@us.abb.com](mailto:kendell.wl.whitehead@us.abb.com)  
971-256-1931

Proposal Date: November 3, 2023  
Proposal Number: OPP-23-6272721\_Rev2



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## 1 Equipment Summary for Proposed Service Agreement

ABB E-mobility, Inc., also referred within this document as “ABB”, headquartered at 305 Gregson Drive, Cary, NC 27511, is defined for the purposes of this proposal as the provider of professional services to support ABB E-mobility electric vehicle charging equipment in the service of the electrically powered buses and other electric vehicle equipment owned by the customer. Under a future Service Level Agreement, the Customer agrees that ABB, as an organization, ABB personnel, and/or the designated authorized service technician or consultant representing ABB, is appropriately trained and of the expertise to troubleshoot, support, repair or upgrade the ABB electric vehicle charging equipment operated by the Customer, as identified by the serial numbers or relevant information below:

\*Serial Numbers to be provided

Quantities:

**150kW Charger with (2) Depot Box Dispensers**

- 7 x HVC-150C – 150kW UL Cabinets BAA (480 VAC Input) (6AGC081325)
- 14 x Depot Charge Boxes 7m cable UL BAA (6AGC080141)

Under the terms of the agreement, ABB would provide professional support services, warranty spares, and/or recommended spares as may be required in support of servicing the ABB E-mobility charging equipment and systems identified above, and as identified in the Commercial Summary within Section 9 of this proposal.

ABB personnel or its representatives will follow and adhere to all standard safety requirements outlined by ABB, as well as any site-specific safety requirements. The Customer agrees to provide ABB with any site safety requirements for contractor personnel for ABB to review at least 5 business days in advance of the signature of the Service Level Agreement. In addition, should there be changes to the safety requirements for contractor personnel for the customer’s facilities after the signing of the SLA, the customer will notify ABB E-mobility in writing as soon as possible, and no less than 10 business days prior to any scheduled or emergency ABB technician visit. ABB personnel and representatives will adhere to the last-known Customer safety requirements or the ABB E-mobility personnel safety requirements, whichever is more stringent.

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## 2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under the Service Level Agreement shall be 30 days from date on invoice, subject to annual invoices issued following receipt and acceptance of your Purchase Order. Annual invoicing will continue automatically for multi-year contract periods.

---

## 3 Order Cancellation

Please refer to the attached ABB Standard Terms and Conditions in Attachment B for information regarding cancellation.

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## 4 Service Level Agreement Process and Scope

ABB offers professional equipment life cycle services for our customer's installed electric vehicle charging products which will help our Customer gain cost-effective, long-term performance of their heavy vehicle charging equipment through effective maintenance and support, as outlined within this proposal and under the terms of the Service Level Agreement.

**For service inquiries, please initially contact ABB through the following avenues:**

To open a case for equipment support:

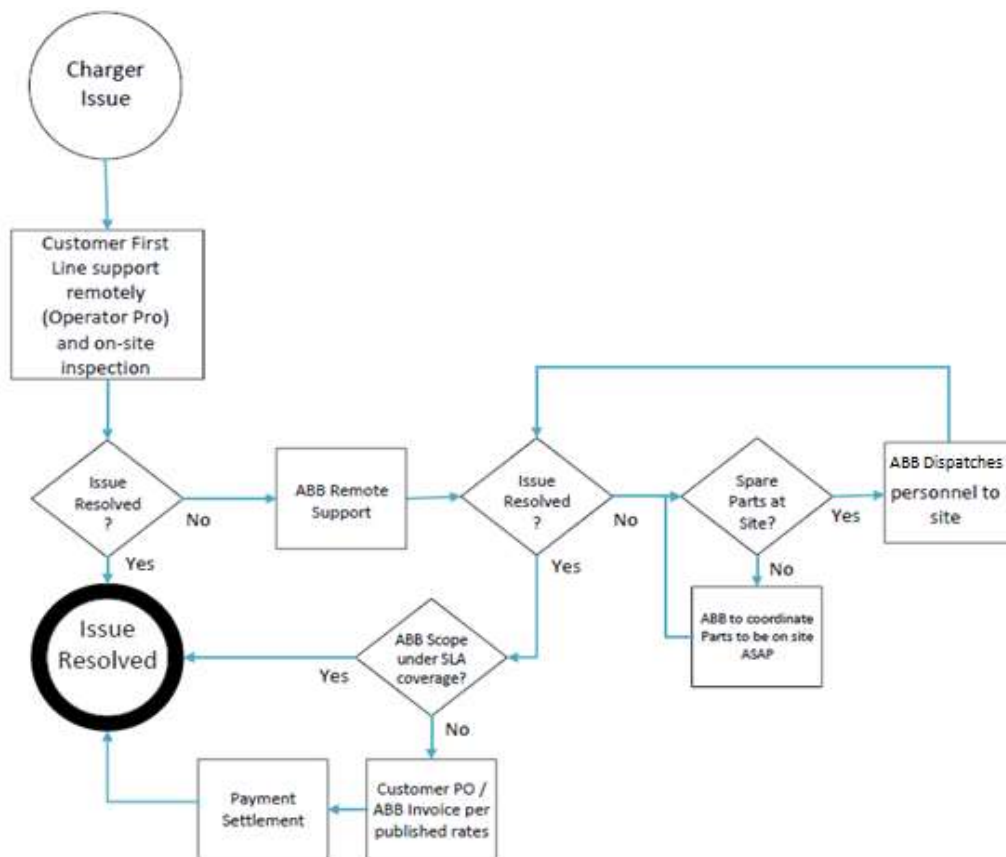
1. Submitting a ticket by logging in to ABB E-mobility's Service Portal RISE at: <https://abb-emobility-community.force.com/AbbEmobilityPortal>  
**(Please Note: this option requires login credentials)**
2. Creating your case via email-to-case by sending a message to:  
[us-chargerdesk@abb.com](mailto:us-chargerdesk@abb.com)  
Please include your **Company Name, ABB Serial Number** of the affected unit, and description of the issue/request.
3. Calling the ABB E-mobility Service Hotline at **(+1) 800-825-2556 / option 2**  
7 a.m. to 7 p.m., Central Time, Monday through Friday.

All ABB E-mobility Service Level Agreements are governed by the process outlined in the flowchart on the following page, and per the options selected by the Customer and identified within the service contract.

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## ABB's Logic Path for Service Inquiries:



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## 5 Service Level Agreement Product Definitions

### Charger Support Request Response Time

ABB defines Charger Support Response Time as the maximum allotted time for ABB to react to a customer inquiry by acknowledging receipt of the request by the ABB support team or designee, which then triggers the remote troubleshooting process. The response time windows are defined as 7AM to 7PM Central Time, including Daylight Savings Time when applicable, Monday through Friday, and excluding ABB holidays.

### Remote Diagnostic Response Time

ABB defines Remote Diagnostic Response Time as the maximum allotted time for ABB to provide a remote response after receiving a charger support request. The Customer will receive next steps and/or a diagnosis from the ABB support team within the defined period after receipt and acknowledgement of the support request, Monday through Friday. Under the unusual circumstance that the ABB US Support Team requires the assistance of the ABB Global Service Desk to diagnose or confirm their diagnosis of the issue, the Customer will be notified and provided an update, including an explanation via email which may include the steps taken by the US Service Team, and/or the need for the assistance of the ABB Global Service Desk. Under these very special circumstances, the final response time may be delayed by international workdays and hours of operation.

### Deployment Time of Onsite Service

ABB defines Deployment Time of Onsite Service as the amount of time allowed to lapse after the remote diagnostic response process is complete before the dispatching of an engineer/tech to the site. If the issue cannot be resolved via remote support and it is mutually agreed between the contract parties that ABB support is required onsite, and all potential spare parts are at the site for the technician's use, then an ABB service technician will be dispatched to the site and the customer will be notified of this dispatch within the required hours of the Remote Diagnostic Response Time, as outlined within the Service Level Agreement. The timing of any site work must be communicated and agreed between both parties to ensure ABB personnel access to the charging equipment, as well as potentially an electric vehicle to assist with testing during the site support visit. Site visits will be prioritized based on the urgency of the issue and the terms within the Customer's Service Level Agreement. (Note: response time to site may be restricted by parts availability, as defined in by the Spare Parts, Storage and Availability terms within the SLA.)

### Preventative Maintenance, "PM"

Preventive maintenance can be scheduled at multiple intervals from the commissioning of each charger. This work will be completed by an ABB E-mobility qualified service technician per the

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maintenance schedules outline by ABB Engineering, according to technology. The preventative maintenance includes a visual inspection of internal and external components, replacement of consumable parts depending on the equipment type and ABB's recommended preventative maintenance tasks, and finally, testing of the equipment. Generally, the only spare parts included with ABB's Preventative Maintenance for the HVC cabinet are the air filters, however, please note that environmental conditions and the frequency of charging sessions may demand more frequent replacement of the air filters during the lifetime of the charger. In this instance, the Customer is responsible for any additional air filter replacements between the natural PM cycles. Any additional, out-of-scope repairs identified during the performance of scheduled preventative maintenance will be advised to the customer and are not included with the PM service. It is recommended that the customer follow the maintenance schedule provided by ABB, and replace all other parts such as fans, power modules, etc. as may be required at the Customer's expense, and per their recommended replacement intervals.

## 6 Recommended Maintenance Schedules for ABB Chargers

### ABB HVC-C with Depot Box

SI-HVC-0000		Maintenance Schedule																
Subjected chargers	HVC	P	C	Pages							4							
		X	X	Version							1.2							
									Date							18-12-2018		
Procedure:																		
Performance of on-site work (commissioning, tests, measurements or other activities)														P				
Replacement of component (see related service instruction)														R				
		Years from start up																
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Start-up / Commissioning		P																
SERVICE																		
RCD tests			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
RMS measurement (Country dependent)			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Isolation measurements (Country dependent)			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Grounding system measurement			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Visual inspection			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Improvements Based on Service Letters																		
MAIN CABINET																		
FILTER INLET KIT - 6AGC063809				R		R		R		R		R		R		R		
FILTER OUTLET KIT - 6AGC064101							R					R					R	
FAN POWER MODULE - 6AGC063801							R					R					R	
MIDDLE FAN CABINET - 6AGC064204							R					R					R	
AC FUSE (Only for Sample A and B) - 6AGC063799							R					R					R	
CCB - 6AGC063811												R						
POWER SUPPLY;24VDC;240W (2X) - 6AGC063817							R					R					R	
POWER MODULE - 6AGC063800												R						
HVC HMI Assy 7" - 6AGC063855							R					R					R	
DEPOT BOX - Preliminary																		
Gunholders - As per product model							R					R					R	
CCB - Not released												R						
CPI COMBO CCS - 6AGC072189												R						
IMI COMBO CCS - 6AGC072311												R						
POWER SUPPLY;24VDC;120W (2X) - 6AGC076541							R					R						

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The Maintenance Schedule for the HVC Power Cabinet is defined based on the following charging cycle options:

- Ambient temperature = 25°C and charging 8 consecutive hours, charging at full load.
- Ambient temperature = 25°C and cycles of 6 minutes charging at full load, every 15 minutes for 8 hours a day

## ABB Pantographs

POLE ACM																
	Years from start up															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Fan - 6AGC063808						R					R					R
CCB - 6AGC063811											R					
CPI COMBO CCS - 6AGC063814											R					
IMI COMBO CCS - 6AGC063813											R					
POWER SUPPLY;24VDC;480W - 6AGC063818						R					R					R
POWER SUPPLY;24VDC;120W - 6AGC063816						R					R					R
Pantograph (Stemmann)																
	Years from start up															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Cycles per day up to 70																
Tooth belt - 6AGC076677									R							
Plug-in relays - 6AGC072492									R							
Bridging strand - 6AGC072493									R							
Connection cable set - 6AGC072494									R							
Leaf spring + plastic plate + Pin - 6AGC072495									R							
Electric motor – 6AGC076678									R							
Contact rails – 6AGC072497			R	R	R	R	R	R	R	R	R	R	R	R	R	R
	Years from start up															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Cycles per day up to 140																
Tooth belt - 6AGC076677					R				R				R			
Plug-in relays - 6AGC072492							R						R			
Bridging strand - 6AGC072493							R						R			
Connection cable set - 6AGC072494							R						R			
Leaf spring + plastic plate + Pin - 6AGC072495							R						R			
Electric motor – 6AGC076678							R						R			
Contact rails – 6AGC072497			R	R	R	R	R	R	R	R	R	R	R	R	R	R
Overhaul / Main Inspection*													R			

## Consumables

Consumables are parts that will wear with the use, or degrade based on operating conditions, weather conditions, the number of charging sessions, and/or customer use and handling of the equipment. They are not covered under the ABB warranty unless an RMA has been approved and obtained, and a review and approval for coverage provided by ABB Quality. As such, consumables are not included in the Preventative Maintenance tasks outlined above. Please see the following table for a list of these consumables and their estimated replacement cycle:

Consumables	Notes
Cables with connectors (CCS, Chademo and AC)	Replace after 10.000 mattings
Gunholders	Yearly inspection, replace after 5 years
Contact rails	Inspection every 3 months / Cleaning / Replacing

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The contact rails of the pantograph are considered a consumable item, and periodic maintenance and cleaning of these, including removal of any accumulation on the rails, may be required. The rails must be replaced if one of any following conditions are present:

- Minimum height of copper of 3mm over the whole length
- Deformation or damages due to arcs

### **Inspection Cycles:**

Periodic maintenance and cleaning of HVC Cabinets and Depot Boxes, quarterly, including:

- Environment characteristics and the quantity of charging sessions may demand additional replacements of the HVC air filters during the lifetime of the charger.

Periodic maintenance and cleaning of Pantographs, quarterly, including:

- Removal of any accumulation on rails (see following)

### **Every 3 months:**

Contact rails:

- Functional testing / Visual inspection of the rail, cleaning, sanding or replacing if needed.
- Recommended interval, this may vary based on usage, weather conditions, bus design and operation.
- Failing to inspect and cleaning the Contact rails may cause additional wearing that requires an early replacement.
- Earlier need to perform this action can be monitored remotely via ABB tools by analyzing the increase in disconnection during charging sessions.
- The wear of the contact rails is expected during the operation and therefore must be monitored by the operator acc. to their operational experience.

### **Every 6 months:**

Testing and greasing:

- Check of spring force and contact force
- Cycle time and cleaning
- Greasing as per service instruction
- Recommended interval, this may vary based on usage, weather conditions and bus design



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## 7 Spare Parts, Storage and Availability

ABB maintains facilities in Redlands, CA and Union City, CA for the warehousing of warranty spares. At these facilities, ABB stocks limited quantities of spare parts for support of the equipment warranties for all our customers. These warranty spare parts are shared by all customers and are available on a first-come, first-served basis.

### Customer Spare Parts

ABB's Recommended Spare Parts list for this equipment has not been included with this proposal.

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## 8 ABB Web Tools

Our web tool is an on-line management set of tools providing operators of charging infrastructure with real-time status information and usage statistics on their equipment. Equipment owners can gather detailed charge session statistics, configure chargers on their sites according to their preferences, and obtain valuable insights through charger usage statistics. All charge session data can be exported and managed directly from this Internet-based application. This web solution consists of several modules, and ABB is including our web tool Driver Care / Operator Pro for the Customer's use during the warranty period. Should the services included under the original equipment purchase warranty period expire, these web tools are available for purchase at defined intervals.

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## 9 Service Level Agreement, “Enterprise Care” Plan Pricing

### 2-Year Contract, under warranty for City of Gardena site(s)

Covered units as identified by serial number in Section 1 of this proposal (to be provided)

Description	2-Year Price
Enterprise SLA for 7 x 150kW Charger with (14) Depot Box Dispensers total	\$ 52,281 USD
Connected Services & Web Tools, Driver Care / Operator Pro	Included
Technical Support and Response Time Remote Response via phone, internet and/or email, Monday thru Friday, 7AM to 7PM Central Time, excluding ABB company holidays	Included
Expedited Technician Dispatch Within 5 Days after Dispatch, Monday thru Friday, during regular ABB business hours Spare parts must be available at the site before technician dispatch	Included
Annual Preventive Maintenance Including Technician Labor, Travel, and any applicable preventative maintenance materials; Annual Health Report included	Included
Corrective Maintenance Field Service Including technician labor and travel/lodging	Included
ADDER for Faster 3-Day Field Service Technician Dispatch 3-Day On-Site Response after Part(s) Available at Site**	\$ 13,604 USD
<b>TOTAL</b>	<b>\$ 65,885 USD</b>

\*\*Service Level Agreement must be agreed between parties, including approval from the ABB Service Management Team.

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## 10 Offer Terms and Conditions

- This commercial offer is **valid for up to 90 days** after the proposal date, or until the first date of the proposed Service Level Agreement, whichever occurs first. Orders received after the date of the proposed Service Level Agreement identified within this proposal may be subject to price adjustments.
- Additional terms not directly addressed by the Service Level Agreement will be per ABB E-mobility, Inc. standard terms, attached. All services are performed under ABB E-mobility, Inc. standard terms and conditions unless otherwise specified by ABB E-mobility, Inc. or the relevant Service Level Agreement.
- All prices are in USD currency and do not include any applicable federal, state/provincial, or local taxes.
- All elected options and requested materials must be ordered together for pricing in this offer to be honored.
- Payment is due within 30 days of invoice unless otherwise agreed between parties and identified within the Service Level Agreement.
- ABB allows pro-rating of the SLA pricing, enabling, for example, the alignment of all units' renewal dates. In this approach, the SLA is calculated as  $(x/365)$  times the annual rate of the per charger price, where 'x' represents the number of days remaining until the upcoming renewal period. ABB is open to collaborating with the customer to determine a renewal date that is mutually acceptable to both parties.
- In the event Customer flows-down to ABB in writing and ABB accepts, ABB will comply with Federal Acquisition Requirement 52.222-43 and 52.222-6 and California Labor Code (section 1774).

## 11 ABB 2024 Company Holiday Schedule

New Year's Day	Monday, January 1
Martin Luther King Jr. Day	Monday, January 15
Good Friday	Friday, March 29
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Independence Day (day after)	Friday, July 5
Labor Day	Monday, September 2
Veteran's Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Thanksgiving Day (day after)	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25

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## Appendix A: ABB On-Demand Service Rates

### 2024 Rate Schedule for ABB E-mobility, Inc.

#### SAFETY FIRST!

For safety purposes, ABB reserves the right to limit continuous work of one individual to 12 hours with 8 hours of rest in a hotel prior to starting again.

Service Description	Standard Hourly Rates
Regular	\$217
Overtime 1	\$326
Overtime 2	\$434
Holiday	\$651
Standby	\$310

	Weekdays (Monday to Friday)	Saturday	Sunday	ABB Holidays
<b>Day Shift</b> 7:00 – 19:00	<b>Standard rate:</b> First consecutive 8 hours <b>Overtime 1 rate:</b> After 8 and <12 hours <b>Overtime 2 rate:</b> Greater than 12 hours	<b>Overtime 1 rate:</b> First Consecutive 8 hours <b>Overtime 2 rate:</b> Greater than 8 hours	<b>Overtime 2 rate:</b> Any hours	<b>Holiday rate</b>
<b>Night Shift*</b> 19:00 – 7:00	<b>Night Shift Rate:</b> First consecutive 8 hours <b>Overtime 1 rate:</b> After 8 hours	<b>Overtime 2 rate:</b> Any hours	<b>Overtime 2 rate:</b> Any hours	<b>Holiday rate</b>

\*Night Shift rates apply to any hours worked from 19:00 to 7:00.

Other Costs	
Travel and Living Expenses: Hotel, car rental, airfare, taxi, etc	Actual cost + 10% administration Fee
Meal Allowance	Per Diem: \$75/Day
Car Allowance when applicable	\$0.60/Miles – minimum charge of 80 Miles/day
Tools and Equipment Rental	Actual Cost + 10%

- **Minimum chargeable time at site** 4-hour minimum charge on all service requests.
- **Cancellation** All services must be scheduled and confirmed at least 72 hours prior to travel. In the event of any cancellations in less than 72 hours prior to travel, all incurred expenses and an 8-hour cancellation fee will be charged at the applicable rate.
- **Standby** Minimum billing of 8 hours per day at applicable hourly rate for all services provided, including standby during weekdays and weekends.
- **Rates:** the above rates are assumed to be standard labor rates and overtime rates, as identified; any additional rate categories will be billed separately, including prevailing and union wages. Please request a detailed quotation from your ABB Service Team for more information regarding the rate(s) for your specific project or service.

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## Appendix B: Additional Services Request Form

Service Request Form	
<b>ABB Personnel Requesting Service:</b>	
<b>Service to be supplied:</b>	
<b>Starting and Ending Date of Service:</b>	
<b>Customer purchase order:</b>	
<b>Project/Sales Order:</b>	
<b>Authorized Customer Requesting :</b>	
<b>Contact name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>Location:</b>	
End User	
<b>End User Customer Contact:</b>	
<b>Title</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>Location:</b>	
Equipment to Serve	
Description	Serial Number
Special Instructions to Field Service Engineer	
<b>Notes:</b>	
<b>Important: No Service Request will be processed without the mandatory information in red provided.</b>	

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## **Appendix C: ABB E-mobility, Inc. Standard Terms and Conditions**

*Attached*

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## **ABB E-MOBILITY NORTH AMERICA: GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES**

These General Terms and Conditions ("Terms") govern the sale of goods and services listed on an order placed by Purchaser ("Purchase Order" or "Order"). Unless the context otherwise requires, the term "Equipment" as used herein means Seller manufactured goods set forth on a Specification. Equipment excludes any third party provided optional materials, add-ons or equipment. "Firmware" means all permanent software programmed into a read only memory that is stored on the Equipment and contains instruction sets that allow the hardware to interface with the operating system of the Equipment and related documentation, if any, licensed by Seller to Purchaser. "Services" means any or all of labor, supervisory, technical and engineering, installation, commissioning, repair, consulting or other services provided by Seller directly to the Equipment pursuant to a Purchase Order. Seller hereby agrees, from time to time, to sell to Purchaser and Purchaser hereby agrees to purchase from Seller the Equipment and Services and the parties further agree as follows. For sales in the United States, Seller is ABB E-mobility Inc. For sales in Canada, Seller is ABB E-mobility Inc. (Canada). These terms, submitted to Purchaser with a Proposal, policies, addendum(s), if any, shall control over any conflicting terms, and all of which constitute the entire agreement (the "Agreement") between the parties. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services.

### **ARTICLE 1: ORDER PLACEMENT AND CANCELLATION**

#### **1.1 Proposals for Purchase of Equipment and Services**

Purchaser may, from time to time, request to purchase Equipment and Services from Seller. Seller will provide a quotation to Purchaser with business terms related to such purchase and licenses ("Proposal"). Proposals expire thirty (30) days from the date of the Proposal and may be modified or withdrawn by Seller before Seller's receipt of Purchaser's acceptance. All prices quoted in a Proposal are subject to revision at any time by Seller in the event of any increase in raw material, energy costs or governmental actions such as tariffs. Purchaser will order Equipment and Services under this Agreement by submitting Orders to Seller. Each Order is an independent transaction and is subject to acceptance by Seller before any such Order will become binding on Seller. With each Order, the parties confirm and renew their confirmations and commitments under this Agreement. Neither party is obligated to place or accept such Orders.

#### **1.2 Orders Related to Services**

Pricing for Services is based on normal business hours (8 a.m. to 5 p.m. Monday through Friday local time where Services are performed). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. Associated travel and living costs will be billed to Purchaser. If a Services rate sheet is attached hereto, the applicable Services rates will be those set forth in the rate sheet. Rates are subject to change without notice.

#### **1.3 Terms and Conditions of Purchase Order**

Any Purchase Order placed by Seller will reflect these Terms. Purchaser acknowledges and agrees that any terms and conditions set forth on any document issued by Purchaser, including but not limited to a Purchase Order, are hereby explicitly rejected and disregarded by Seller, and any such document is wholly inapplicable to any sale made by Seller, is not binding in any way on Seller and is wholesale rejected by Purchaser and Seller.

#### **1.4 Termination or Cancellation by Purchaser Related to Equipment**

Equipment may not be returned or cancelled without prior written approval of Seller and Purchaser's payment of Seller's Cancellation Charges, which will protect Seller against costs and losses of such cancellation. In the event that Purchaser terminates or cancels a Purchase Order, credit will be allowed for only the actual quantity Seller receives in saleable condition. In the event of cancellation or termination by Purchaser, Purchaser will pay to Seller the "Cancellation Charges" as follows:

- 1.4.1 Twenty percent (20%) of the Purchase Order Fee of the cancelled Equipment prior to commencement of manufacture of such Equipment (if such Equipment is not already manufactured);
- 1.4.2 Fifty percent (50%) of the Purchase Order Fee of the cancelled Equipment if cancellation occurs after the commencement of manufacture of the Equipment and before Seller ships the Equipment to the Delivery Location; and
- 1.4.3 One hundred percent (100%) of the Purchase Order Fee of the cancelled Equipment if cancellation occurs after Seller has shipped the Equipment to the Delivery Location.

#### **1.5 Termination or Cancellation by Purchaser Related to Services**

Services may be cancelled or a Purchase Order for Services terminated by Purchaser only upon:

- 1.5.1 prior written notice of no less than 90 days to Seller;
- 1.5.2 payment to Seller of the work performed prior to the effective date of the notice of termination;
- 1.5.3 payment to Seller of the costs identified in the Purchase Order incurred by Seller for work not completed;
- 1.5.4 payment to Seller of all expenses incurred by Seller attributable to such termination including but not limited to expenses for equipment or materials to complete Services; and
- 1.5.5 a fixed sum of twenty percent (20%) of the final Price of the cancelled Purchase Order to compensate Seller for disruption in scheduling.

#### **1.6 Suspension, Cancellation or Termination of a Purchase Order by Seller**

Seller may suspend, cancel or terminate a Purchase Order or the Agreement with immediate effect upon written notice to Purchaser under the following circumstances:

- 1.6.1 Purchaser fails to pay any amount when due under the Agreement and the failure continues for ten (10) days after the date of Seller's notice of nonpayment;

- 1.6.2 Purchaser refuses to take Delivery of the Equipment;
- 1.6.3 Purchaser breaches its obligations under Article 22; or
- 1.6.4 Purchaser becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

#### **1.7 Consequences of Suspension, Cancellation or Termination by Seller**

Upon suspension of a Purchase Order pursuant to Section 1.6 of these Terms, Seller will suspend its performance under such Purchase Order until such time as the full balance is paid. Any cancellation or termination by Seller of a Purchase Order or the Agreement for the reasons set forth in Section 1.6 of these Terms will result in all amounts owed by Purchaser to Seller under a Purchase Order being immediately due and Purchaser will be liable to Seller for all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at Law. It is understood that Seller will not be liable to Purchaser for damages in any form (including but not limited to direct, indirect, special, consequential and incidental) by reason of such cancellation or termination. Seller has no obligation to store Equipment for the benefit of Purchaser.

### **ARTICLE 2: PLACE AND DATE OF DELIVERY**

#### **2.1 Place of Delivery**

Seller will deliver the Equipment to Purchaser as follows or to such other place as may be agreed in writing between the parties (in each instance, the "Delivery Location"):

2.1.1 For all sales in the United States, unless otherwise stated in a Proposal (a) all Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA Seller point of shipment, Incoterms 2020; (b) Equipment shipped from outside the continental United States is delivered FCA United States port of export Incoterms 2020; and (c) spare parts, hardware and replacement parts are delivered FCA Seller's local distribution center. If Purchaser requests drop shipment, Equipment will be delivered CPT Shipping Port Incoterms 2020 and Seller will remain liable for import clearance and duties.

2.1.2 For all sales in Canada, unless otherwise specified in a Proposal, (a) all Equipment is delivered FCA ABB E-mobility Inc (Canada) port of import, Incoterms 2020; and (b) spare parts, hardware and replacement parts are delivered FCA Seller's office in Montreal, Quebec, Incoterms 2020.

#### **2.2 Scheduled Delivery Date**

Delivery (defined below) of the Equipment is scheduled to occur on or about the date set forth in a Purchase Order accepted by Seller for the Equipment. Seller will notify Purchaser from time to time and in a timely manner of the exact date on which Seller expects Delivery will take place (the "Scheduled Delivery Date"). Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for Seller's performance hereunder. Failure by Seller to deliver by the Scheduled Delivery Date will not be a material breach by Seller.

### **ARTICLE 3: FEES AND PAYMENTS**

#### **3.1 Fee**

Purchaser will pay Seller the amounts set forth on a Purchase Order which correspond to a Proposal and have been agreed by Seller ("Fee"). The Fee includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of the Proposal. Any change after that date in such duties, fees, or rates, shall increase the Fee by Seller's additional cost.

#### **3.2 Payment Terms**

All payments will be paid net cash, without offset, in the currency of the country of purchase, no later than thirty (30) days following the date of an invoice from Seller to Purchaser to the account specified by Seller. Seller is not required to commence or continue its obligations hereunder unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, Seller will be entitled to a matching extension of the schedule and Scheduled Delivery Date.

#### **3.3 Default Interest**

If Seller does not receive the Fee or any other amount on or before the specific date when due, Seller will suffer loss and damage the exact nature and amount of which are difficult or impossible to ascertain. Purchaser will pay Seller as supplemental fee (by way of agreed compensation and not as a penalty) interest on any due and unpaid amounts payable by Purchaser under an Order plus Seller's attorneys' fees and court costs incurred in connection with collection. Interest will be calculated at a per annum rate (based on a 360 day year) which is equal to five percent (5%) plus the rate of interest from time to time announced by JPMorgan Chase Bank in New York as its prime commercial lending rate Prime Rate in effect on the date on which the amount was originally due for the period from the date the amount originally was due through the date the amount actually is received at Seller's bank ("Default Interest"). Default Interest will accrue on a day-to-day basis and be compounded monthly. Failure to make any payment as herein provided, will result in the whole Fee becoming due and payable.

#### **3.4 No Deductions or Withholdings**

All payments by Purchaser under a Purchase Order will be made in full without any deduction or withholding whether in respect of set-off, counterclaim, duties, or Taxes (defined below) imposed in the country of purchase or any jurisdiction from which such payments are made unless Purchaser is prohibited by any (a) statute, decree, constitution, regulation, order or any directive of any Government Entity, (b) treaty, pact, compact or other agreement to which any Government Entity is a signatory or party, (c) judicial or administrative interpretation or application of any of the foregoing or (d) any binding judicial precedent having the force of law



("collectively, **Law**") from doing so, in which event Purchaser will gross up the payment amount such that the net payment received by Seller after any deduction or withholding equals the amounts called for under such Purchase Order. Purchaser will also do all of the following:

**3.4.1** Ensure that the deduction or withholding does not exceed the minimum amount legally required;

**3.4.2** Pay to the relevant Government Entities within the period for payment permitted by applicable Law the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant hereto); and

**3.4.3** Furnish to Seller within thirty (30) days after each payment an official receipt of the relevant Government Entities involved for all amounts so deducted or withheld.

### **3.5 Consideration for Fee**

The amount of the Fee is in consideration of Purchaser's waiver of warranties and acceptance of the disclaimers and Purchaser's provision of indemnities and the other provisions of these Terms.

### **3.6 Financial Information of Purchaser**

From time to time, Purchaser agrees to furnish to Seller reasonable information as Seller may reasonably request concerning the purchase of Equipment or the financial condition of Purchaser.

### **3.7 Security for Payment**

If in the judgment of Seller, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Seller may (a) require payment in advance, (b) suspend its obligations under the Agreement until the advance payment or payment security is received or (c) terminate the corresponding Purchase Order, whereupon Seller will be entitled to receive the full amount owed under such Purchase Order.

### **3.8 Security Interest in Equipment**

As collateral security for the full payment of the Fee of the Equipment, Purchaser hereby grants to Seller a lien on and Security Interest in and to all of the right, title and interest of Purchaser in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The Security Interest granted under this provision constitutes a purchase money Security Interest under (i) if the sale occurs in the United States, the Uniform Commercial Code or (ii) if the sale occurs in Canada, the Personal Property Security Act (Canada). Seller will have the right to file any and all documents and take any action it deems necessary to fully establish protection of its Security Interest in the Equipment; however, the failure of Seller to file any such document will not in any way act as a waiver of Seller's right to such Security Interest.

### **3.9 Failure of Purchaser to Pay**

If payment in full has not been made with respect to a unit of Equipment after the date of Seller's notice to Purchaser regarding outstanding payments,

**3.9.1** Seller may: (a) suspend performance under an Order or terminate the Agreement by giving written notice to Purchaser in which case the provisions set forth in Sections 1.6 and 1.7 will apply; and (b) immediately enter the premises where the Equipment is located and take possession of and remove the Equipment as its personal property and may retain any or all partial payments already received as a rental charge for the use of the Equipment without affecting any further or other claims which Seller may have against Purchaser. Seller will be entitled to the full benefit of its bargain with Purchaser.

**3.9.2** Purchaser will pay Seller within two (2) Business Days after Seller's written demand all costs associated with Seller's exercise of its remedies hereunder, including repossession costs, legal fees, Equipment storage costs, and Equipment re-sale costs.

### **3.10 Reservation of Rights**

Seller reserves all other rights granted to a seller under the Uniform Commercial Code (or equivalent Law in the applicable jurisdiction) for Purchaser's failure to pay for the Equipment, Services or any other breach by Purchaser of these Terms. So long as sums remain owing by Purchaser to Seller hereunder, Purchaser will exercise proper care in the possession and use of the Equipment and will keep same at all times in good repair and free of all liens, options, taxes, charges, pledges, privileges and encumbrances.

### **3.11 No Security Interests Prior to Payment of the Fee**

Prior to payment of the full Fee of the Equipment, Purchaser will not create or agree to or permit to arise any encumbrance or security interest, however and wherever created or arising on the Equipment, including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, pledge, charge, encumbrance, lease, lien, statutory or other right in rem, hypothecation, title retention, attachment, levy, claim or right of possession or detention (collectively, "**Security Interest**"). Purchaser will forthwith, at its own expense, take all action as may be necessary to discharge or remove any such Security Interest if it exists at any time. Purchaser will within twenty-four (24) hours after becoming aware of the existence of any such Security Interest give written notice thereof to Seller.

## **ARTICLE 4: TAXES**

### **4.1 Value Added Taxes**

Purchaser will pay promptly when due, and to indemnify and hold harmless Seller on a full indemnity basis from, all taxes, fees, levies, imposts, duties, charges, deductions or withholdings of any nature (including without limitation any value added, franchise, transfer, sales, gross receipts, use, business, excise, turnover, personal property, stamp or other tax) together with any assessments, penalties, fines, additions to tax or interest thereon, however or wherever imposed, by any Government Entity or taxing authority in the US, Canada or any foreign country or by any international taxing authority (collectively, "**Taxes**") upon or with respect to,

based upon or measured by the (a) use, operation or maintenance of the Equipment; and (b) purchaser, ownership, financing, delivery, import or export, sale, or other disposition of the Equipment. The indemnity does not extend to Taxes imposed by the US, Canada or any foreign country on the net income, gross receipts, capital or net worth of Seller.

### **4.2 Timing of Payment**

Any amount payable to Seller pursuant to this Article 4 will be paid within ten (10) days after receipt of a written demand therefor from Seller accompanied by a written statement describing in reasonable detail the basis for such indemnity and the computation of the amount so payable; provided, however, that such amount need not be paid by Purchaser prior to the earlier of (a) the date any Tax is payable to the appropriate Government Entity or taxing authority or (b) in the case of amounts which are being contested by Purchaser in good faith or by Seller, the date such contest is finally resolved.

## **ARTICLE 5: CHANGE ORDERS**

Any changes requested by Purchaser affecting the ordered Equipment or scope of work related to Services must first be reviewed by Seller and may be agreed by Seller, at its sole option. Any resulting adjustments to affected provisions, including price and schedule must be mutually agreed in writing by the parties for any implementation of the change to occur. Seller may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the condition required under a Proposal ("**Specification**") or as required by Law. If Purchaser objects to any such changes, Seller will be relieved of its obligation to conform to the applicable Specifications to the extent that conformance may be affected by such objection.

## **ARTICLE 6: DELIVERY CONDITION AND INSPECTION OF EQUIPMENT**

### **6.1 Purchaser Inspection of Equipment Prior to Delivery**

If a Purchase Order provides for factory acceptance testing, Seller will notify Purchaser of the date on which Seller will conduct such testing prior to shipment. Purchaser may then inspect the Equipment at the manufacturer's facility to ensure its conformity with the Specifications. Any inspection by Purchaser of the Equipment at the manufacturer's facility will be scheduled in advance and will be performed during normal working hours and subject to rules and regulations in place at manufacturer's facility. Additional tests at the facility of production of the Equipment will be agreed upon specifically between Seller and Purchaser and will be charged to Purchaser. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

### **6.2 Delivery of Equipment to Purchaser**

Seller will provide written notice to Purchaser of readiness of shipment of the Equipment ("**Delivery Notice**") and tender the Equipment to Purchaser in the condition set forth in the Specifications ("**Delivery**") at the Delivery Location. At Delivery, Purchaser will inspect the Equipment to ensure its conformity with the Specifications. In the event of any discrepancies, Purchaser and Seller will cooperate in good faith with one another and with the manufacturer in order to arrive at a mutually acceptable resolution of any such discrepancies. Purchaser will accept the Equipment and the date of tender by Seller to Purchaser will be deemed to be the "**Delivery Date**" for all purposes under these Terms.

### **6.3 Purchaser Acceptance of Equipment**

So long as the Equipment meets the Specifications, Purchaser will accept the Equipment when tendered for delivery by Seller. If Purchaser fails to take delivery of the Equipment when properly tendered by Seller in the Specification then, at Seller's sole and exclusive option:

**6.3.1** Seller may terminate the Agreement or a Purchase Order. If Seller terminates the Agreement or a Purchase Order Purchaser will: (a) indemnify Seller for all costs and expenses incurred by Seller as a result thereof, including but not limited to costs of storage, insurance and maintenance until Seller can resell the Equipment; (b) pay all amounts incurred by Seller to move the Equipment to storage; (c) pay the Cancellation Charges; and (d) be liable for any and all demurrage or detention charges.

**6.3.2** Seller will deem Purchaser's acceptance to have occurred and Purchaser will (a) indemnify Seller for all costs and expenses incurred by Seller as a result thereof, including but not limited to costs of storage, insurance and maintenance; (b) pay all amounts incurred by Seller to move the Equipment to storage at the risk of Purchaser; (c) pay the Fee for the Equipment; and (d) be liable for any and all demurrage or detention charges.

### **6.4 Return of Incorrect Equipment**

Purchaser may return Equipment that does not meet the Specifications only in the following circumstances:

**6.4.1** within (10) days of the Delivery Date as measured by the carrier's proof of the Delivery Date;

**6.4.2** all Equipment must be in full, original, unopened, master cartons of current catalog design and in saleable condition as originally shipped by Seller; and

**6.4.3** If the return was the fault of Seller, the freight will be covered by Seller. Seller will arrange for transportation by Seller designated carrier.

Returns for administrative errors caused by Purchaser are not allowed.

### **6.5 Damage During Transit**

Purchaser must make all claims for loss, damage and directly with the carrier. Claims for damage after Delivery will be made directly by Purchaser with the common carrier and must follow the Procedure for Handling Loss & Damaged Cargo Claims, which are incorporated by reference as if set forth herein. Seller is not responsible for delays, loss or damage in transit.

### **6.6 Partial Deliveries**



Partial deliveries of Equipment are permitted and each Delivery is a sale. Purchaser will pay for each unit of Equipment delivered whether the Delivery is in whole or partial fulfillment of a Purchase Order. Seller may deliver Equipment in advance of the Scheduled Delivery Date.

#### 6.7 Selection of Carrier

Purchaser will have sole responsibility of choosing the carrier and routing from the Delivery Location. Purchaser will obtain any import licenses and other consents required for the Equipment at Purchaser's expense and will provide the licenses and consents to Seller prior to Delivery.

#### 6.8 Seller's Access to Site for Services

Any Services purchased by Purchaser will be performed pursuant to statement of work attached to a Purchase Order. Purchaser will ensure Seller's personnel and subcontractors have unrestricted access to Purchaser's sites for Services (each a "Site"). Purchaser acknowledges and agrees that securing the Sites and ensuring access in order for Seller to perform its Services is a material and critical element of Seller's performance of Services.

#### 6.9 Laws and Regulations

Seller does not assume any responsibility for compliance with federal, state or local laws and regulations. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, Seller assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change order to be mutually agreed by the Parties. Nothing contained herein shall be construed as imposing responsibility or liability upon Seller for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment.

### ARTICLE 7: TITLE AND RISK OF LOSS

#### 7.1 Transfer of Title

Except with respect to Firmware (for which title will not pass, use being licensed) title to the Equipment will pass from Seller to Purchaser upon delivery according to the applicable freight term.

#### 7.2 Risk of Loss

Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment will pass from Seller to Purchaser at Delivery. With respect to a Purchase Order that obligates Seller to complete the installation of purchased Equipment, risk of loss for the Equipment will pass from Seller to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement. Seller will carefully pack all Equipment sold hereunder and Seller will assume no responsibility for damage after having received "in good order" receipts from the carrier.

### ARTICLE 8: SOFTWARE LICENSE

#### 8.1 Firmware License

Seller owns all rights in, or has the right to sublicense, all of the Firmware, if any, to be delivered to Purchaser under these Terms.

**8.1.1** Seller grants Purchaser a limited license to use the Firmware, subject to the following: (a) the Firmware may be used only in conjunction with Equipment; (b) the Firmware will be kept strictly confidential; (c) the Firmware will not be copied, reverse engineered, or modified; (d) Purchaser's right to use the Firmware will terminate immediately when the Equipment is no longer used by Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (e) the rights to use the Firmware are non-exclusive and non-transferable, except with Seller's prior written consent.

**8.1.2** Nothing herein will be deemed to convey to Purchaser any title to or ownership in the Firmware or the intellectual property contained therein in whole or in part, nor to designate the Firmware a "work made for hire" under the US Copyright Act, nor to confer upon any Person who is not a named party to these Terms any right or remedy under or by reason of these Terms. "Person" means individual, firm, partnership, joint venture, trust, corporation, company, Government Entity, committee, department, authority or any body, incorporated or unincorporated, whether having distinct legal personality or not.

**8.1.3** In the event of termination of this license, Purchaser shall immediately cease using the Firmware and, will not retain any copies, notes or excerpts thereof.

**8.1.4** The Firmware includes services that may involve automatic or manual upload of information that identifies Equipment and/or the components therein, or that includes the current status of the Equipment, such as error logs, performance indicators, and other diagnostic information, which may be required for performing warranty services. Purchaser acknowledges that it is aware that such uploads may occur. Seller will not make such information available to any other users other than Purchaser's end customers.

#### 8.2 Cloud Terms

Seller licenses its cloud services to Purchaser under the terms and conditions found here [E-mobility TOU For Cloud Services NAM \(abb.com\)](#) (the "Cloud Terms"). Upon purchasing licenses to any of Seller's cloud services, Purchaser accepts the Cloud Terms without limitation or qualification. Purchaser will review the Cloud Terms regularly as Seller reserves the right to amend the Cloud Terms and any amendment is effective as of the publication of such amendment.

### 9. Intellectual Property, Inventions and Information.

#### 9.1 Definitions

"Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique

compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

### 9.2 Rights to Intellectual Property and Technology

Seller shall maintain all right, title and interest in any Technology and Intellectual Property Rights that Seller owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by Seller and Purchaser, Seller shall have all right, title and interest in any Technology and Intellectual Property Rights that Seller creates, conceives or discovers in furtherance of this Agreement, and Seller shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of Seller. Purchaser shall not, without Seller's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a Governmental Entity. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

### ARTICLE 10: WARRANTY

#### 10.1 Warranty for Equipment

Seller warrants that the Equipment will be free of defects in material and workmanship during the applicable warranty remedy period ("Equipment Warranty").

**10.1.1** The period of validity of the Equipment Warranty (but excluding spare parts and Firmware) begins upon manufacture and ends on the earlier of (i) thirty (30) months from the date of Delivery Notice or (ii) twenty-four (24) months from Delivery of such piece of Equipment (the "Equipment Unit Remedy Warranty Period").

**10.1.2** The period of validity of the Equipment Warranty for new spare parts will begin upon shipment of the spare part and ends twelve (12) months after date of shipment of such spare part (the "New Spare Parts Remedy Warranty Period").

**10.1.3** The period of validity of the Equipment Warranty for refurbished or repaired parts begins upon shipment and ends ninety (90) days after date of shipment of such refurbished or spare part (the "Refurbished Spare Parts Remedy Warranty Period").

**10.1.4** The Equipment Unit Remedy Period, New Spare Parts Remedy Period and Refurbished Spare Parts Remedy Warranty Period are collectively, the "Equipment Remedy Warranty Period". Purchaser will not return or dispose of any Equipment or part thereof with respect to which it intends to make a claim under the applicable Equipment Warranty without Seller's express prior written authorization. Purchaser will pay Seller the cost of the part or Equipment subject to the claim if Purchaser fails to return such part or Equipment to Seller.

#### 10.2 Warranty for Services

Services will be free of defects in workmanship ("Services Warranty") during the Services Remedy Warranty Period. The period of validity of the Services Warranty begins upon the date of completion of such Services and ends ninety (90) days after the date of completion of Services (the "Services Remedy Warranty Period").

#### 10.3 Warranty for Firmware

The Firmware will execute in accordance with Seller's published specifications (the "Firmware Warranty"). Seller does not warrant that the functions contained in the Firmware will operate in software combinations which may be selected for use by Purchaser, or that the Firmware are free from errors in the nature of what is commonly categorized by the computer industry as "bugs". The period of validity of the Firmware Warranty begins upon shipment of the Equipment and ends on the earlier of (a) one (1) year from the date of Delivery Notice or (b) one (1) year from Delivery (the "Firmware Remedy Warranty Period").

#### 10.4 Warranty Claims

Purchaser will diligently and promptly pursue any valid claims it may have under the applicable warranties set forth in Articles 10.1-10.3 but may only pursue remedies (a) during the applicable period of validity of such warranty; or (b) thirty (30) days from completion of a warranty claim, whichever is later. The original period of validity of a warranty will not otherwise be extended.

#### 10.5 Warranty Exclusions of Equipment, Services, Firmware

Seller is not responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re assembly of non-Seller supplied equipment, nor for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. Seller will have no obligation hereunder with respect to any Equipment which (a) has been improperly repaired or altered; (b) has been subjected to misuse, negligence or accident; (c) has been used in a manner contrary to Seller's instructions; (d) is comprised of materials provided by or a design specified by Purchaser; or (e) has failed as a result of ordinary wear and tear. In order to be eligible for an Equipment Warranty, Services Warranty, or Firmware Warranty, the Equipment must (a) be under normal and proper use, (b) be properly stored, installed, operated and maintained in compliance with Seller's published specifications and instructions; (c) not be the result of consumable parts or components (e.g., batteries, filters, belts); (d) not be damaged by disaster (e.g., fire, flood, wind, earthquake or lightning) or other causes beyond the control of Seller (e.g., excessive voltage, mechanical shock or water damage); (e) not be defective due to alteration or repair by anyone except Seller or Seller's authorized representatives; (f) be manufactured by Seller and bearing its nameplate; (g) be in compliance with Seller's published specifications and instructions; and (h) have been purchased through Seller's authorized channels.

#### 10.6 Warranty for Third Party Materials

Materials, optional equipment or add-ons supplied by Seller but manufactured by third parties is warranted only to the extent of such manufacturer's warranty, and the remedies, if any, provided by such manufacturer are assigned to Purchaser upon





full payment of the Fee. Purchaser acknowledges and agrees that Seller is not liable for the acts or omissions of such third party manufacturer.

#### 10.7 Additional Firmware Warranty Exclusions

With regard to Firmware Warranty, Seller will have no obligation with respect to any nonconformities resulting from:

**10.7.1** unauthorized modification or use of the Firmware;

**10.7.2** Purchaser-supplied software or interfacing software, components or content that Seller does not provide, or from any interactions between the software and application programming interfaces, applications, services, products, or software provided by a third party; and

**10.7.3** viruses, malicious software, or other disruptive programs or applications that Purchaser, its agents, or its licensed users introduce into the Firmware.

#### 10.8 Warranty Remedy

**10.8.1** If a nonconformity to the Equipment or Services is discovered during the Equipment Remedy Warranty Period or the Services Remedy Warranty Period, respectively, Seller will, at its option, either (a) repair or replace the nonconforming portion of the Equipment; (b) re-perform the nonconforming Services; or (c) refund the portion of the Fee applicable to the nonconforming portion of Equipment or Services.

**10.8.2** If a nonconformity to the Firmware is discovered during the Firmware Remedy Warranty Period or the Services Remedy Warranty Period, Seller will correct the nonconformity by, at its option, either (a) modifying or making available to Purchaser instructions for modifying the Firmware; (b) making available to Purchaser necessary corrected or replacement firmware.

#### 10.9 Extended Warranty

If purchased by Purchaser in a Purchase Order, Seller will grant Purchaser an additional period of Equipment Warranty for the period of time set forth in a Purchase Order (the "**Extended Warranty Remedy Period**"), which will start from the Equipment Warranty Remedy Period end date. Purchaser hereby acknowledges and agrees that the Equipment Warranty for the Extended Warranty Remedy Period is subject to (i) full payment of the Equipment and (ii) Purchaser entering into a yearly preventative maintenance services agreement with Seller.

#### 10.10 Disclaimer

TO THE EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### 10.11 Advice

Seller may provide recommendations and advice (collectively, "**Advice**") on work performed by Purchaser, its customer, its subcontractors or agents (collectively, "**Purchaser's Work**"), Purchaser acknowledges, covenants and agrees that:

**10.11.1** Although Seller may provide Advice in connection with Purchaser's Work in order to assist Purchaser with Purchaser's management and supervisory functions and in making decisions in connection with Purchaser's Work, Seller's Advice excludes any management or supervisory responsibility in connection with Purchaser's Work and Seller will not assume any responsibility or liability for Purchaser Work, its use, implementation, output and fitness for purpose, nor for the operation of Purchaser's equipment, which responsibility will remain entirely with Purchaser;

**10.11.2** The Advice may indicate areas of risk and the means by which such risks may be mitigated. It is not possible to guarantee or warrant the outcome of such risk mitigation;

**10.11.3** Purchaser is responsible for determining whether the Advice are appropriate for Purchaser's stated or intended purposes and it is the sole responsibility of Purchaser to decide whether and how such Advice may be implemented;

**10.11.4** Purchaser retains at all times care, custody and control of Purchaser's Work and must ensure appropriate security and supervision thereof;

**10.11.5** Any Advice are specific to given circumstances, and Purchaser will seek Advice from, or inquire with, Seller if Purchaser's Work is delayed, is to be repeated or if seemingly similar work is to be undertaken.

**10.11.6** Nothing herein is or will be deemed to be a warranty provided by Seller to Purchaser in respect of any Advice including the adequacy, correctness or sufficiency of any such work, and all warranties are hereby expressly disclaimed *mutatis mutandis*.

#### 10.12 Submission of Warranty Claim

Any warranty claim must be submitted to Seller with a description of the nonconformity and complete information about the manner of its discovery. Seller must be able to visibly see the nonconformity and be able to replicate the nonconformity. Purchaser will strictly comply with Seller's return policy.

#### ARTICLE 11: IDENTIFICATION PLATES

Seller will affix and Purchaser will at all times maintain on the Equipment the identification plates containing the legends provided at Delivery during the Equipment Remedy Warranty Period and any Extended Remedy Warranty Period.

#### ARTICLE 12: PURCHASER INDEMNIFICATION

##### 12.1 Indemnity

Purchaser will indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates and shareholders (individually a "**Indemnitee**" and collectively "**Indemnitees**") from any and all third party liabilities, obligations, losses, damages, fines, penalties, claims, actions, suits, costs, disbursements and expenses (including legal fees, costs and related expenses) of every kind and nature (collectively "**Expenses**") which are imposed on, incurred by or asserted against any

Indemnitee or the Equipment and which are in any way relating to, based on or arising out of any of the following:

**12.1.1** the operation, possession, use, non-use, control, leasing, subleasing, maintenance, storage, overhaul, testing or inspections of the Equipment (whether by Purchaser, any customer of Purchaser or any other Person other than Seller), including without limitation claims for death, personal injury, property damage, other loss or harm to any Person and claims relating to any Laws, including without limitation environmental control, noise and pollution laws, rules or regulations;

**12.1.2** energy charges and all charges payable for the use of or for services of the Equipment;

**12.1.3** the sale, import, export, condition, performance, merchantability, fitness for use, or other transfer of use or possession of the Equipment;

**12.1.4** Purchaser's fraud, fraudulent misrepresentation, gross negligence or willful misconduct;

**12.1.5** use of any Government Entity funds for the purchase of the Equipment without the consent of Supplier or breach of Section 23;

**12.1.6** any data breach, unauthorized disclosure or breach of any applicable Laws related to the use of any goods subject to a PO; and

**12.1.7** any Hazardous Materials which are or were (a) present in or about Purchaser's equipment or the Site prior to the commencement or during the Services, (b) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (c) brought, generated, produced or released on Site by parties other than Seller.

##### 12.2 Indemnity Inclusion

The foregoing indemnity by Purchaser is intended to include and cover any Expense to which an Indemnitee may be subject (in contract, tort, strict liability or under any other theory) regardless of the negligence, active or passive or any other type, of such Indemnitee, so long as such Expense does not fall within any of the exceptions listed in Article 12.3.

##### 12.3 Exceptions to Indemnities

The indemnity provided for in Article 12.1 will not extend to Expenses of any Indemnitee to the extent resulting from or arising out of Expenses which Purchaser and Seller mutually agree or, absent mutual agreement, are judicially determined to have resulted from the willful misconduct of such Indemnitee.

##### 12.4 Notice

Each Indemnitee will give prompt written notice to Purchaser of any liability of which such Indemnitee has knowledge for which Purchaser is, or may be, liable under Article 12.1; provided, however, that failure to give such notice will not terminate any of the rights of Indemnitees under this Article 11 except to the extent that Purchaser has been materially prejudiced by the failure to provide such notice.

##### 12.5 Survival of Obligation

Notwithstanding anything in the Agreement to the contrary, the provisions of this Article 12 will survive termination of these Terms and continue in full force and effect notwithstanding any breach by Seller or Purchaser of the terms of the Agreement, or the termination of a Purchase Order or the Agreement.

#### ARTICLE 13: INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

##### 13.1 Seller's Indemnity

Seller shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action.

##### 13.2 Exceptions to Seller Indemnities

The indemnity provided for in Article 13.1 will not extend to Expenses to the extent resulting from or arising out of any of the following: (a) Expenses which have resulted from the willful misconduct of Purchaser; (b) Expenses due to the Purchaser's indemnification obligation set forth in Article 12.1; (c) Expenses due to any other equipment or processes, including Equipment which have been modified or combined with other equipment or process not supplied by Seller; (d) Equipment supplied according to a design required by Purchaser; (e) Use of the Equipment contrary to Seller instructions; (f) Any patent issued after the Effective Date; (g) Any action settled or otherwise terminated without the prior written consent of Seller; or (h) Failure by Purchaser to give Seller prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense (including the right to settle or otherwise terminate such action on behalf of Purchaser).

##### 13.3 Notice

Seller's obligation set forth in Article 12.1 is conditioned on Purchaser providing Seller prompt written notice of such IP Claim, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of Purchaser.

##### 13.4 Refunds

If Purchaser obtains a recovery of all or any part of any amount which Seller has paid to Purchaser, Purchaser will pay to Seller the net amount recovered by Purchaser.

##### 13.5 No Double Recovery

Without limiting Purchaser's right to pursue payment from Seller for a particular Expense under this Article 13, Purchaser will not be entitled to actually receive payment from Seller for the same Expense twice.

##### 13.6 Infringing Equipment

If, in any IP Claim, the Equipment is held to constitute an infringement or using the Equipment is finally enjoined, Seller will, at its option and its own expense (a) procure for Purchaser the right to continue using the Equipment; (b) modify or replace the infringing Equipment with non-infringing equipment; or (c) remove the infringing Equipment it and refund the portion of the Fee allocable to the infringing Equipment. THE FOREGOING SENTENCES STATE THE EXCLUSIVE LIABILITY OF SELLER AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.



### 13.7 Purchaser Indemnity

To the extent that Equipment subject to Article 13.1 or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that Seller is a contributory infringer) and by reason of such modification an action is brought against Seller, Purchaser will defend and indemnify Seller in the same manner and to the same extent that Seller would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

## ARTICLE 14: WAIVER AND LIMITATION OF LIABILITY

### 14.1 Waiver of Consequential Damages

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL SELLER OR ITS SUPPLIER, CONTRACTORS OR AFFILIATES BE LIABLE, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WHETHER IN CONTRACT OR IN TORT, NEGLIGENCE OR STRICT LIABILITY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OR FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE, LOSS OF REVENUE OR PROFITS, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF PURCHASER OR OTHER THIRD PARTIES, LOSS ARISING FROM DELAYS, LOSS OF DATA AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS, THE AGREEMENT OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE EQUIPMENT, EVEN IF SELLER (OR ITS AGENTS OR AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 14.2 Limitation of Liability

**14.2.1** Seller's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from these Terms or the Agreement the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, commissioning, decommissioning, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under these Terms or a Purchase Order, or from any Services will in no case exceed (i) FOR EQUIPMENT, THE AMOUNTS PAID TO SELLER BY PURCHASER FOR THE EQUIPMENT GIVING RISE TO SUCH LIABILITY, AND (ii) FOR SERVICES, THE AGGREGATE FEE PAID BY PURCHASER FOR THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

**14.2.2** All causes of action against Seller arising out of or relating to the Agreement or the performance or breach thereof will expire unless brought within one year of the time of accrual thereof.

**14.2.3** In no event, regardless of cause, will Seller be liable for penalties or penalty clauses or liquidated damages of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

## ARTICLE 15: ENVIRONMENTAL, HEALTH AND SAFETY MATTERS

### 15.1 Safe Working Conditions.

Purchaser represents and warrants that it will maintain safe working conditions at its Site, including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method. Purchaser will properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site. "Hazardous Materials" are substances or chemicals that pose a risk to health, safety, property and the environment. Prior to Seller starting any Services at a Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that Seller may encounter while performing Services. The provision of such documentation will in no way release Purchaser from its responsibility for said conditions.

### 15.2 Site Specific Procedures

Purchaser will disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Purchaser will keep Seller informed of changes in any such conditions. Purchaser will immediately advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, Seller has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

### 15.3 Threat of Hazardous Materials

If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence will be considered a Force Majeure event. Purchaser will reasonably assist in ensuring the safe departure of personnel from the Site. Seller has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Purchaser will, at its sole cost and expense, eliminate the hazardous conditions in accordance with applicable Law so that Seller may safely resume Services, and Seller will be entitled to an equitable adjustment of the Fee and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work.

## ARTICLE 16: CONFIDENTIALITY

### 16.1 Confidential Information

Seller and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with the Agreement. "Confidential Information" means (a) marked as "Proprietary", "Confidential" or with a comparable legend at the time of disclosure, (b) disclosed in any other manner and identified as confidential at the time of disclosure, or (c) by its nature or the circumstances surrounding disclosure is or reasonably should be understood to be confidential or proprietary to the Disclosing Party. In addition, prices for Equipment and Services will be considered Seller's Confidential Information.

### 16.2 Use of Confidential Information

Receiving Party will:

**16.2.1** use the Confidential Information only in connection with its obligations pursuant to the Agreement and use of Equipment and Services

**16.2.2** use the same degree of care to avoid disclosure or misuse of the Disclosing Party's Confidential Information as it uses with respect to its own information of like importance, but in no case will the Receiving Party use less than reasonable care, and

**16.2.3** not disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party will permit access to the other's Confidential Information only to its personnel who: (a) reasonably require access to Confidential Information for purposes approved by the Agreement, and (b) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her that is at least restrictive as the provisions set forth herein, and (c) have been apprised of the confidentiality obligations hereunder. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party will upon request return to Disclosing Party or destroy all copies of Confidential Information.

### 16.3 Exceptions to Confidential Information

The obligations under this Article 16 will not apply to any portion of the Confidential Information that (a) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (b) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best knowledge of Receiving Party, subject to a confidentiality obligation to Disclosing Party; (c) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (d) is required to be disclosed by Law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process will promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

### 16.4 Survival of Obligation of Confidentiality

As to any individual item of Confidential Information, the restrictions under this Article 16 will expire five (5) years after the date of disclosure except with respect to Confidential Information that constitutes a trade secret under the Laws of any jurisdiction in which case these obligations will survive until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Receiving Party or its representatives. This Article 16 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## ARTICLE 17: NOTICES

### 17.1 Manner of Sending Notices

Any notice, request or information required or permissible under the Agreement will be in writing and in English, if permitted by Law. Notices will be delivered in person or sent by e-mail, letter (mailed airmail, certified and return receipt requested), or by expedited delivery addressed to the parties as set forth in Article 17.2. In the case of e-mail, notice will be deemed received upon actual receipt. In the case of a mailed letter, notice will be deemed received upon actual receipt. In the case of a notice sent by expedited delivery, notice will be deemed received on the date of delivery set forth in the records of the Person which accomplished the delivery. If any notice is sent by more than one of the above listed methods, notice will be deemed received on the earliest possible date in accordance with the above provisions.

### 17.2 Notice Information

Notices will be sent to each party at the address listed in the Purchase Order or to such other places and numbers as either party directs in writing to the other party.

## ARTICLE 18: FORCE MAJEURE

Seller will not be liable for any loss or expense, or any loss of profit, damage, detention or delay nor for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any Governmental Entity or of Purchaser, compliance with Government Entity regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes (collectively, "Force Majeure"), unless such delay or failure arises as a direct consequence of the willful misconduct of Seller. "Government Entity" means any (a) national, state or local government, (b) board, commission, department, division, instrumentality, court, agency or political subdivision thereof or (c) association, organization or institution of which any of the entities listed in (a) or (b) is a member or to whose jurisdiction any such entity is subject. In the event of delay due to Force Majeure, or an act of omission by Purchaser, or anyone employed by or engaged by Purchaser, the Scheduled Delivery Date will be extended by period



equal to the delay plus a reasonable time to resume production, and the Fee will be adjusted to compensate Seller for such delay.

#### ARTICLE 19: MARKET CHANGES AND MATERIALS SHORTAGE

##### 19.1 Market Changes

The parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), Government Entity regulations and acts of Governmental Entity (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery and/or the execution of the scope or performance of work, the impacts of which are currently unknown. Notwithstanding anything herein to the contrary, if as a result of any of the foregoing, the costs of Seller's performance increases or Seller's performance obligations are materially adversely affected or delayed, the parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Article 19.1, to negotiate alternative contractual terms in the form of equitable adjustments to Delivery, pricing and/or possible reductions of the contractually owed quantity of the Equipment to be delivered to Purchaser. Any Delivery will be performed with a view to employing reasonable efforts to ensure that the Purchase Order can be at least fulfilled in part. Each party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above.

##### 19.2 Materials Shortages and Transportation Delays

Seller and Purchaser are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components and transportation capacities. Notwithstanding anything to the contrary in any quotation, proposal, Purchase Order or order confirmation, if after the date of Seller's Proposal or during the term of the performance of the Proposal or Purchase Order there are any changes to availability and/or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting Seller's performance, Seller will be entitled to relief in the schedule of the performance or Delivery of the directly or indirectly affected scope of work under the Proposal, Purchase Order or order confirmation. In such circumstances, Seller and Purchaser will meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the Proposal, Purchase Order or order confirmation, Scheduled Delivery Date or completion of Services. Purchaser hereby acknowledges and agrees that in said circumstances Seller may not be able to comply with the originally agreed Scheduled Delivery Date.

#### ARTICLE 20: NUCLEAR

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity. Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of Seller, Purchaser will indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer will have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and will indemnify Seller, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility. If Purchaser sells the Equipment, and if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, Purchaser will require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of Seller.

#### ARTICLE 21: DATA PROTECTION

##### 21.1 Personal Data and Data Collection

The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to Seller, Seller will comply with all applicable data protection laws and regulations. Purchaser will comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from Seller in the course of receiving the Equipment or Services. Purchaser may provide data, information, and material, including but not limited to data and information related to the Equipment and Services, location of the Equipment as well as end customers use of the Equipment and Services. Seller, its Affiliates and its subcontractors have the right to collect, store, aggregate, analyze or otherwise use such data, information and material for (i) providing and maintaining the Equipment and Services; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the Equipment and Services; and (iii) improving and developing existing services, technologies, products and/or software and developing new services, technologies, products and/or software, and all improvements and developments (including all resulting Intellectual Property Rights) are exclusively owned by Seller. In addition, Seller has the right to use such data, information, and material for statistical and benchmarking purposes if and to the extent it is anonymized or non-

confidential. Seller may, but shall not be obliged to, delete such data, information and/or material at any time. Purchaser will ensure that it is permitted to provide such data, information and material to Seller and that Seller's, its Affiliates and its subcontractors use of such data, information and material as set out above will not infringe any third-party Intellectual Property Rights or any other rights of a third party or person.

##### 21.2 Consent to Changes

The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection Laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agree to implement any such changes at no additional cost to the other party.

##### 21.3 Data Processing Agreements

The parties acknowledge that the processing of Personal Data in accordance with a Purchase Order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of a purchase order, the parties will, and will ensure that their relevant affiliates, subcontractors or customers will, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory Law or a competent data protection or other competent authority.

##### 21.4 Acceptable Use Policy

For purposes of administering Firmware, Purchaser may be required to provide contact information (for example name, business telephone number, address, email, and user IDs) and other information as described in the registration form provided for the portal to access Firmware data. Purchaser is responsible for the accuracy and completeness of this information and for any and all activities that occur under an account that is attributable to Purchaser (including, for the avoidance of doubt, activities by third party users). Purchaser will ensure that (i) the users securely store and keep credentials (e.g. username, passwords, certificates, keys) confidential; (ii) the credentials that are allocated to a specified user are only used by such user; and (iii) the account is only used in relation to the Equipment, in accordance with the [ABB Acceptable Use Policy](#) and in such a way so as not to impair or compromise the stability or security of the portal and Seller's systems. Purchaser will notify Seller immediately on discovering any attempted or actual unauthorized use of an account that is attributable to Purchaser and immediately follow Seller's instructions when Seller requests that Purchaser change a user's access credentials. Seller reserves the right to change a user's access credentials or suspend Purchaser users' access to the portal if Seller is of the opinion that such action is necessary for security reasons.

#### ARTICLE 22: BRIBERY AND CORRUPTION

##### 22.1 Anti-Bribery

Each party represents and warrants that it will not, directly or indirectly, and it has no knowledge that other Persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to Government Entity officials or to agents, directors and employees of the other party or any other party in a manner contrary to applicable Laws (including but not limited to the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act* (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and will comply with all relevant Laws, regulations, ordinances and rules regarding bribery and corruption.

##### 22.2 No Liability

Nothing hereunder will render a party liable to reimburse the other party for any such consideration given or promised.

##### 22.3 Violation of Anti-Bribery Rules

A party's material violation of any of the obligations contained in Article 22.1 may be considered by the other party to be a material breach hereunder and will entitle such non-breaching party to terminate a Purchase Order with immediate effect and without prejudice to any further right or remedies on the part of the non-breaching party hereunder or applicable Law. A breaching party will indemnify the non-breaching party of Article 22.1 for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations.

##### 22.4 Integrity Standards

Purchaser represents and warrants that it will comply with Seller's Integrity Provisions Appendix attached hereto.

#### ARTICLE 23: US GOVERNMENT CONTRACTS

##### 23.1 Application

This Article 23 applies only if the Agreement is for the direct or indirect sale to any agency of the US government and/or is funded in whole or in part by any agency of the US government. Purchaser agrees that all Equipment and Services meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to these Terms, the country of origin of Equipment is unknown unless otherwise specifically stated herein. Purchaser agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 23 will be the one in effect on the effective date of these Terms.

##### 23.2 Purchaser as Agency of the US Government

If Purchaser is an agency of the US Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms. Purchaser further agrees the



subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices for Equipment or Services subject to these Terms.

### 23.3 Contractor of the US Government

If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the US Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Fee. Purchaser will (i) disclose the ultimate end-user and end use for the Equipment, (ii) disclose the destination of all Purchase Orders if outside the United States.

## ARTICLE 24: LAW AND JURISDICTION

### 24.1 Choice of Law

**24.1.1** For sales of Equipment and Services in the United States, the Agreement is being delivered in the State of New York and the Agreement and all Purchase Orders will in all respects be governed by and construed in accordance with the Laws of the State of New York, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

**24.1.2** For sales of Equipment and Services in Canada, the Agreement is being delivered in Ontario and the Agreement and all Purchase Orders will in all respects be governed by and construed in accordance with the laws of the Province of Ontario excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods unless the Law does not so permit.

### 24.2 Jurisdiction

**24.2.1** For sales of Equipment and Services in the United States, the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Federal District Court in New York County and the State of New York Superior or Municipal Court in New York, New York.

**24.2.2** For sales of Equipment and Services in Canada, the Courts of the District of Toronto, Province of Ontario, will have jurisdiction unless the Law does not so permit, but Seller will also have access to the jurisdiction of the competent Courts where Purchaser is located.

### 24.3 Personal Jurisdiction

Both parties agree to submit to personal jurisdiction, if in the United States, in the courts of New York, and if in Canada, the courts of Ontario, unless prohibited by Law.

### 24.4 Service of Process

The parties hereby consent to the service of process (a) in the manner directed by any of the courts referred to above; (b) by mailing copies of the summons and complaint to the person to be served by first-class mail to the address set forth in Article 24.2, postage prepaid, return receipt requested; or (c) in one of the manners specified by law in Article 24.1.

### 24.5 Prevailing Party in Dispute

If any legal action or other proceeding is brought in connection with or arises out of any provisions in the Agreement or a Purchase Order, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceedings. The prevailing party will also, to the extent permissible by Law, be entitled to receive pre- and post-judgment Default Interest.

### 24.6 Waiver of Trial by Jury

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF PURCHASER AND SELLER HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY. EACH OF PURCHASER AND SELLER HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS BROUGHT IN ANY OF THE COURTS REFERRED TO IN ARTICLE 24.2, AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

## ARTICLE 25: MISCELLANEOUS

### 25.1 Press Releases

The parties will give copies to one another, in advance if possible, of all news, articles and other releases provided to the public media regarding the Agreement or the Equipment.

### 25.2 Third Parties

Except as expressly provided in the Agreement with regard to Indemnitees, Purchaser and Seller do not intend that any terms of the Agreement will be enforceable by any Person who is not a party to these Terms.

### 25.3 Rights of Parties

The rights of the parties hereunder are cumulative, not exclusive, may be exercised as often as each party considers appropriate and are in addition to its rights under general Law. The rights of one party against the other party are not capable of being waived or amended except by an express waiver or amendment in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or amendment of that or any other such right. Any defective or partial exercise of any such rights will not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on a party's part or on its behalf will in any way preclude such party from exercising any such right or constitute a suspension or any amendment of any such right.

### 25.4 Language of Agreement

The parties acknowledge having specifically requested that the Agreement, Purchase Orders and all related documents and correspondence be drafted in English. *Les parties reconnaissent avoir exigé que la présente entente et tous les documents s'y rapportant soient rédigés en anglais.* If the Agreement is translated into another language, whether or not signed by Purchaser and Seller in such other language,

solely the terms and provisions of this English version of the Agreement will prevail in any dispute.

### 25.5 Use of Word "including"

The term "including" is used in the Agreement without limitation.

### 25.6 Headings

All article and paragraph headings and captions are purely for convenience and will not affect the interpretation of the Agreement. Any reference to a specific article, paragraph or section will be interpreted as a reference to such article, paragraph or section of the Agreement.

### 25.7 Invalidity of any Provision

If any of the provisions of the Agreement becomes invalid, illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

### 25.8 Amendments in Writing

The provisions of the Agreement may only be amended or modified by a writing executed by Purchaser and Seller.

### 25.9 Counterparts

This Agreement may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument when each party has signed and delivered one such counterpart to the other party.

### 25.10 Delivery of Documents by E-mail

Delivery of an executed counterpart of the Agreement or of any other documents in connection with the Agreement by e-mail will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of the Agreement or other document by e-mail will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of the Agreement or such other document will not affect the validity or effectiveness of the Agreement or such other document.

### 25.11 Assignment

Any assignment, substitution of party or transfer by operation of Law of the Agreement or of any rights or obligations under the Agreement without prior written consent of Seller will be void.

### 25.12 Non-Survival.

The following Articles will not survive termination or cancellation of this Agreement: 1.4, 1.5, 6, 8, and 10. All other Articles shall survive the termination or cancellation of the Agreement.

### 25.13 Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to the purchase of Equipment and Services by Purchaser from Seller and supersedes all previous proposals, agreements and other written and oral communications in relation hereto. The parties acknowledge that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth in the Agreement.

### 25.14 Resale

If Purchaser resells any of the Equipment or Services, the sale terms will limit Seller's liability to its customer to the same extent that Seller's liability to Purchaser is limited hereunder. In addition, Purchaser will immediately assign to its customer all rights and benefits of any remaining warranties to such Equipment. Upon sale of the Equipment, Purchaser irrevocably and unconditionally consents to the transfer of, and access any data collected by the Equipment to its customer.

### 25.15 Trademarks

Each party hereby grants to the other party a non-exclusive, limited, revocable, and non-transferable license during the Term to use the other party's trademarks solely for co-branding purposes related to the performance hereunder.





## INTEGRITY PROVISIONS APPENDIX

**Applicable Integrity Laws** means:

- (i) *Anti-bribery and anti-corruption laws*: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "**Anti-Bribery & Corruption Laws**"); and
- (ii) *Sanctions and trade control laws and regulations*: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "**Trade Control Laws**"); and
- (iii) *Human rights and anti-modern slavery laws*: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "**Human Rights Laws**").

**Sanctions Agency** means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

**Restricted Person** means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

1. Seller and Purchaser ("**Parties**") will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.
2. Each Party represents and warrants that, to the best of its knowledge, at the date of this Agreement neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.
3. If, as a result of (i) Trade Control Laws issued or amended after the date of this Agreement, (ii) Purchaser becoming a Restricted Party, or (iii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to Purchaser of its inability to perform or fulfil such obligations. Once such notice has been received by Purchaser, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to Purchaser for any costs, expenses or damages associated with such suspension or termination of the Agreement.
4. In the event of suspension or termination as set out in the Agreement, ABB shall be entitled to the Fee and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.
5. Purchaser represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only and that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any third party or country in violation of Trade Control Laws.
6. Purchaser further represents and warrants that the [Products and/or Services] provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.
7. For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.